City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, February 7, 2023

5:30 PM

City Hall Room 219

City Council Members

Council Member Sonia Harvey Ward 1
Council Member D'Andre Jones Ward 1
Council Member Sarah Moore Ward 2
Council Member Mike Wiederkehr Ward 2
Council Member Scott Berna Ward 3
Council Member Sarah Bunch Ward 3
Council Member Teresa Turk Ward 4
Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Treasurer Kara Paxton

Zoom Information:

1. Public Registration Link:
https://us06web.zoom.us/webinar/register/WN_srKzRxyjRnCTSVWqkS5ZtQ
Webinar ID: 858 3029 8673

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

1. STATE OF THE CITY ADDRESS WILL BE PRESENTED AT THE CITY COUNCIL AGENDA SESSION BY MAYOR LIONELD JORDAN

(2023-354)

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. MONTHLY FINANCIAL REPORT (2023-356)

PROPOSED AGENDA ADDITIONS

A. CONSENT

A.1. APPROVAL OF THE JANUARY 17, 2023 CITY COUNCIL MEETING MINUTES

(2022-313)

A.2. WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY SUBRECIPIENT AGREEMENT AMENDMENT #1:

A RESOLUTION TO APPROVE AMENDMENT #1 TO THE SUBRECIPIENT AGREEMENT WITH THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY TO MODIFY THE NUMBER AND TYPES OF AMBULANCES AUTHORIZED TO BE PURCHASED USING AMERICAN RESCUE PLAN ACT FUNDS (2023-281)

A.3. FIRE DEPARTMENT ON CALL POLICY AOP-124:

A RESOLUTION TO APPROVE POLICY AOP-124, ON CALL POLICY OF THE FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE OPERATING PROCEDURES, AND TO APPROVE A BUDGET ADJUSTMENT (2023-324)

A.4. TURF TANK:

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF A TURF TANK ROBOTIC LINE PAINTER FROM TURF TANK IN THE AMOUNT OF $49,936.25 PLUS APPLICABLE TAXES AND FREIGHT CHARGES, FOR USE BY THE PARKS AND RECREATION DEPARTMENT (2023-352)

A.5. HORNER & SHIFRIN, INC.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HORNER & SHIFRIN, INC., PURSUANT TO RFQ 22-01 SELECTION #7, IN AN AMOUNT NOT TO EXCEED $84,668.91 FOR ENGINEERING SERVICES ASSOCIATED WITH THE DOT TIPTON LIFT STATION ELIMINATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $10,000.00 (2022-318)

A.6. HAWKINS-WEIR ENGINEERS, INC.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. PURSUANT TO RFQ 21-01, SELECTION #14, IN AN AMOUNT NOT TO EXCEED $268,440.00 FOR ENGINEERING SERVICES ASSOCIATED WITH UTILITY RELOCATIONS FOR THE INTERSTATE 49 AND HIGHWAY 62 INTERCHANGE IMPROVEMENTS PROJECT (2023-369)

A.7. LANDSCAPE STRUCTURES, INC., GULLEY PARK:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH LANDSCAPE STRUCTURES, INC. IN THE AMOUNT OF $734,936.97, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR PLAYGROUND, SPLASH PAD, AND RELATED IMPROVEMENTS AT GULLEY COMMUNITY PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $80,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-367)

A.8. PORTER CORP. D/B/A POLIGON, GULLEY PARK:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PORTER CORP. D/B/A POLIGON IN THE AMOUNT OF $595,059.10, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE CONSTRUCTION OF A PAVILION, SHADE STRUCTURES, AND RELATED IMPROVEMENTS AT GULLEY COMMUNITY PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $34,400.00 (2023-368)

A.9. 2023 T-HANGAR LEASE AGREEMENTS:

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2023 AT THE CURRENT RENTAL RATE FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE AIRPORT (2023-357)

A.10. GRANT APPLICATION FOR AIRPORT MASTER PLAN UPDATE AT DRAKE FIELD:

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF $374,729.00 TO FUND 90% OF THE COSTS FOR A PROPOSED AIRPORT MASTER PLAN UPDATE AT DRAKE FIELD AIRPORT (2023-358)

A.11. AMEND 2023 ADOPTED BUDGET FOR REAPPROPRIATING REQUEST:

A RESOLUTION TO AMEND THE 2023 ADOPTED BUDGET BY REAPPROPRIATING $191,378,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS, AND GRANT FUNDED ITEMS (2023-362)

B. UNFINISHED BUSINESS

B.1. RAZE AND REMOVAL OF STRUCTURE AT 2860 E. WYMAN RD.:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY LEROY H. SCHARFENBERG LOCATED AT 2860 EAST WYMAN ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $17,800.00 (2022-191)

AT THE 07/05/2022 CITY COUNCIL MEETING, THIS ITEM WAS TABLED UNTIL THE 08/02/2022 MEETING.

AT THE 08/02/2022 CITY COUNCIL MEETING, THIS ITEM WAS TABLED UNTIL THE 10/04/2022 MEETING.

AT THE 10/04/2022 CITY COUNCIL MEETING, THIS ITEM WAS TABLED UNTIL THE 02/07/2023 MEETING.

B.2. AMEND 130.39 GRAFFITI::

AN ORDINANCE TO AMEND §130.39 **GRAFFITI** IN THE *FAYETTEVILLE CODE* TO CREATE A GRAFFITI ABATEMENT PROGRAM (2022-279)

AT THE DECEMBER 6, 2022 CITY COUNCIL MEETING, THIS ORDINANCE WAS AMENDED TO ADD EXHIBIT A AND OMIT LEASEHOLD TENANT. THIS ORDINANCE WAS LEFT ON THE SECOND READING AND TABLED TO THE JANUARY 3, 2023 CITY COUNCIL MEETING.

AT THE JANUARY 3, 2023 CITY COUNCIL MEETING, THIS ORDINANCE WAS TABLED TO THE FEBRUARY 7, 2023 CITY COUNCIL MEETING.

B.3. VAC 22-024 (RAZORBACK RD, MAPLE ST., ETC.):

AN ORDINANCE TO APPROVE VAC 22-024 FOR PROPERTY LOCATED ALONG RAZORBACK ROAD, MAPLE STREET, GARLAND AVENUE, CLEVELAND STREET, HILL AVENUE, MARTIN LUTHER KING JUNIOR BOULEVARD AND LT. COLONEL LEROY POND AVENUE IN WARDS 1 AND 2 TO VACATE PORTIONS OF STREET RIGHTS-OF-WAY (2022-262)

AT THE JANUARY 3, 2023 CITY COUNCIL MEETING, THIS ITEM WAS LEFT ON THE FIRST READING.

AT THE JANUARY 17, 2023 CITY COUNCIL MEETING, THIS ITEM WAS LEFT ON THE SECOND READING.

C. NEW BUSINESS

C.1. FAYETTEVILLE ACTIVE TRANSPORTATION PLAN UPDATE:

A RESOLUTION TO APPROVE AN UPDATE TO THE FAYETTEVILLE ACTIVE TRANSPORTATION PLAN (2023-323)

C.2. AMEND ORDINANCE 6591, J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS RENTAL SERVICES:

AN ORDINANCE TO AMEND ORDINANCE 6591 TO EXTEND THE RENTAL OF A 2,000 KILOWATT GENERATOR FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS RENTAL SERVICES THROUGH THE END OF FEBRUARY 2023 FOR THE AMOUNT OF $147,472.12, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $40,000.00 (2023-325)

C.3. CHILDCARE ASSISTANCE PROGRAM FUNDING INCREASE:

A RESOLUTION TO AUTHORIZE ADDITIONAL FUNDING IN THE AMOUNT OF $1,000,000.00 FOR THE CHILDCARE ASSISTANCE PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT (2023-363)

C.4. AMEND §33.331 ATTENDANCE REQUIREMENTS:

AN ORDINANCE TO AMEND § 33.331 **ATTENDANCE REQUIREMENTS** OF THE *FAYETTEVILLE CITY CODE* TO REMOVE THE PRESUMED RESIGNATION OF A CIVIL SERVICE COMMISSIONER WHO HAS FAILED TO ATTEND AT LEAST 70% OF THE MEETINGS (2023-321)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. SALES TAX REPORT, PAUL BECKER AND ENERGY REPORT, PETER NIERENGARTEN

(2023-355)

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

Unfinished Business and New Business:

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

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

unsigned-up person to speak by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their five (5) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

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

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-281

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

DATE: January 4, 2023

SUBJECT:

RECOMMENDATION:
To approve the attached Amendment #1 to the previously approved Subrecipient Agreement with the Washington County Regional Ambulance Authority by substituting the attached "Exhibit A: Amended Scope of Work and Project Allocation" for Exhibit A attached to the original contract.

BACKGROUND:
On November 15, 2022, pursuant to Resolution 269-22, the City of Fayetteville and the Washington County Regional Ambulance Authority (WCRAA) entered into a subrecipient agreement to provide funds in the amount of $757,917 to assist with the purchase of the following items: 22 power load stretcher systems, 4 new ambulances, 1 ambulance remount, and premium pay for essential workers.

DISCUSSION:
WCRAA notified the City that the lead time for acquiring new ambulances is 24-36 months and, because WCRAA had already delayed its normal schedule for ambulance replacement due to loss of revenue during the COVID-19 pandemic, it has fallen behind its normal replacement schedule. WCRAA now proposes to utilize the American Rescue Plan Act (ARPA) funds for the purchase of 22 power load stretcher systems, 3 new basic life support (BLS) ambulances, 2 remount ambulances, 2 new advance life support (ALS) ambulances, and premium pay for essential workers.

BUDGET/STAFF IMPACT:
This request will be funded by the previously approved budget adjustment of $757,917.00 per Resolution 269-22.

ATTACHMENTS: Agenda Packet - Amendment 1 - WCRAA Subrecipient Agreement2

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

File #: 2023-281

A RESOLUTION TO APPROVE AMENDMENT #1 TO THE SUBRECIPIENT AGREEMENT WITH THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY TO MODIFY THE NUMBER AND TYPES OF AMBULANCES AUTHORIZED TO BE PURCHASED USING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, on November 15, 2022, pursuant to Resolution 269-22, the City of Fayetteville and the Washington County Regional Ambulance Authority ("WCRAA") entered into a subrecipient agreement to provide funds in the amount of $757,917.00 for the purchase of 22 power load stretcher systems, 4 new ambulances, 1 remount ambulance, and premium pay for essential employees; and

WHEREAS, WCRAA notified the City that the lead time for acquiring new ambulances is 24-36 months and, because WCRAA had already delayed its normal schedule for ambulance replacement due to loss of revenue during the COVID-19 pandemic, it has fallen behind its normal replacement schedule; and

WHEREAS, WCRAA now proposes to utilize the funds for the purchase of 22 power load stretcher systems, 3 basic life support (BLS) ambulances, 2 remount ambulances, 2 new ambulances, and premium pay for essential workers.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute Amendment #1 to the Subrecipient Agreement with the Washington County Regional Ambulance Authority, a copy of which is attached to this Resolution to approve funding in the amount of $757,917.00 for premium pay for essential workers and for the purchase of power load stretcher systems and ambulances.

City of Fayetteville Staff Review Form

2023-281

Item ID

2/7/2023

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

Brad Hardin	1/4/2023	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approving amendment #1 to the subrecipient agreement with the Washington County Regional Ambulance Authority to provide funding from the American Rescue Plan Act to purchase power load stretcher systems, BLS ambulances, remount ambulances, ALS ambulances, and premium pay for essential workers.

Budget Impact:

2246.800.9717-5705.00	2246-American Rescue Plan Act
Account Number	Fund
20023.2021	American Rescue Plan Grant ARPS-0002
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	757,917.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	757,917.00
Does item have a direct cost?	Yes	Item Cost	$	757,917.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 269-22

Change Order Number:

Approval Date: 11/15/2022

Original Contract Number:

Comments:

AMENDMENT #1 TO THE SUBRECIPIENT AGREEMENT WITH THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY

WHEREAS, on November 15, 2022, pursuant to Resolution 269-22, the City of Fayetteville and the Washington County Regional Ambulance Authority ("WCRAA") entered into a subrecipient agreement to provide funds in the amount of $757,917.00 for the purchase of 22 power load stretcher systems, 4 new ambulances, 1 remount ambulance, and premium pay for essential employees; and

WHEREAS, WCRAA notified the City that the lead time for acquiring new ambulances is 24-36 months and, because WCRAA had already delayed its normal schedule for ambulance replacement due to loss of revenue during the COVID-19 pandemic, it has fallen behind its normal replacement schedule; and

WHEREAS, WCRAA now proposes to utilize the funds for the purchase of 22 power load stretcher systems, 3 basic life support (BLS) ambulances, 2 remount ambulances, 2 new ambulances, and premium pay for essential workers.

NOW, THEREFORE, BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas and the Washington County Regional Ambulance Authority, on this _____ day of _____, 2023, hereby agree that the Subrecipient Agreement dated November 15, 2022, shall be amended by substituting the attached "Exhibit A: Amended Scope of Work and Project Allocation" for Exhibit A attached to the original contract.

The parties agree and understand that this Amendment is supplemental to their Agreement of November 15, 2022, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth herein above.

WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY

By: _____
STEVE HARRISON, Chief

WITNESS:

_____

CITY OF FAYETTEVILLE

By: _____
LIONELD JORDAN, Mayor

ATTEST:

_____
KARA PAXTON, City Clerk/Treasurer

Washington County Regional Ambulance Authority
CENTRAL EMS
645 SOUTH SCHOOL AVENUE. FAYETTEVILLE, ARKANSAS 72701
TELEPHONE 479-521-5801

Proposal: **American Rescue Plan Funding for acquisition of equipment and supplies in response to the COVID-19 Public Health Emergency:**

• **22 power load stretcher systems**	**$ 755,040**
• **2 new ALS (Advance Life Support) ambulances**	**$ 484,500**
• **2 remount ambulances**	**$ 301,372**
• **3 new BLS (Basic Life Support) ambulances**	**$ 390,000**
• **Premium pay for essential workers FTE $2500, PTE $1000**	**$ 280,960**
Total	**$ 2,211,872**

Date: **January 3, 2023 (updated)**
April, 2022 (updated)
January 12, 2022 (updated)
October 12, 2021

Washington County Regional Ambulance Authority (WCRAA) - Central EMS, **a special purpose unit of local government,** (FAQ 07.19.21 (1)(1.3)pg. 2), has been the provider of emergency ambulance service for Washington County, Fayetteville and all other cities except Springdale for over 40 years. Through the years the organization has faced many challenges, but none have tested WCRAA-Central EMS on all fronts like the COVID-19 Pandemic/Public Health Emergency 2020-2022. EMS 911 systems across the nation are not only the provider of emergency services but also the public health provider in communities lacking in COVID-19 mitigation and prevention and adequate behavioral care (Interim Final Rule *Eligible Public Health Uses* pgs. 17-20). WCRAA-Central EMS conducted COVID-19 testing and vaccination clinics for all emergency service personnel and vulnerable communities that lacked transportation and/or means to access COVID-19 resources. EMS systems became the gateway for public healthcare.

As an emergency response agency, all patient encounters must be approached as if COVID-19 related. There are no means to determine COVID-19 status in the prehospital setting. WCRAA-Central EMS responded to 24,794 calls for service in 2021 which was 2,342 more than 2020. We saw a 10.43% increase with an average of 68 calls per day.

> The purchase of the **22 power load stretcher systems, 2 new ALS ambulances, 2 remount ambulances and 3 new BLS ambulances** meets the core goal of the State and Local Fiscal Recovery Funds (SLFRF) "**providing state, local and Tribal governments the resources needed to fight the COVID-19 Pandemic** (SLFRF Overview of Final Rule pg. 14). "

A one-time payment of **Premium Pay for essential workers FTE $2500, PTE $1000** before taxes and pro-rated for employment from March 1, 2021-March 1, 2022. The employees carried the burden of the COVID-19 Pandemic additional work load successfully through hard work and their commitment to serving the health care needs of their community. This premium pay would provide our emergency responders comparable compensation that all the other emergency responders in the region have received from the ARPA funds.

Negative Economic Impact:
COVID-19 has disrupted the delicate balance of revenues and expenses, thus creating gaps in cash flow. Every response requires COVID-19 level personal protective equipment (PPE) because without the ability to test, each encounter must

be treated as if it were a COVID-19 positive patient until ruled out by testing at the hospital. In 2018, the cost of PPE was $0.42 compared to $22.48 per call in 2021. Now, more than ever, outside funding is needed to account for the significant increase in operating costs.

Once the public health emergency was declared in March 2020, call volume, special events and percent of reimbursable transports decreased temporarily resulting in $1,534,757 loss for the year.

In 2021 as the Delta variant became prevalent, call volume increased by over 10%. Hospital overcrowding resulted from patients requiring more intensive care and treatment. This forced WCRAA-Central EMS to implement non-reimbursable *Treat in Place* protocols for those patients not requiring immediate hospitalization.

The purchase of **22 power load stretcher systems, 2 new ALS ambulances, 2 remount ambulances and 3 new BLS ambulances** will allow WCRAA-Central EMS to enhance healthcare capacity and meet the public health needs (FAQ 07.19.21 (2)(2.1 pg. 4). Not only did WCRAA-Central EMS provide life-saving prehospital care but also became the instant expert in prehospital PPE, disinfection and the 24/7 field support for the Arkansas Department of Health local and state health units.

WCRAA-Central EMS respectfully requests the immediate purchase of **22 power load stretcher systems, 4 new ambulances, 1 remount ambulance** and **premium pay for essential employees**. Supporting the critical infrastructure of the WCRAA-Central EMS with SLFR funds from the American Rescue Plan Act will aid in the recovery from the workforce, economic and financial impacts of the COVID-19 Pandemic. Ultimately, supporting long term stability and sustainability of your local EMS service.

Thank you for your consideration.

Regards,

Steve Harrison, Chief
WCRAA – Central EMS

References:

Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule; U.S. Department of Treasury; January 2022.

Coronavirus State and Local Fiscal Recovery Funds: 31 CFR Part 35 RIN 1505-AC77, Department of Treasury; April 1, 2022.

Coronavirus State and Local Fiscal Recovery Funds: SLFRPFAQs Interim Final Rule; Department of Treasury; July 19, 2021.

American Rescue Plan Priority: Supporting Public Health Response

Date: **January 3, 2023 (updated)**
April, 2022 (updated)
January 12, 2022 (updated)
October 12, 2021

Proposal: To secure American Rescue Plan Funding for acquisition of equipment and supplies in response to the COVID-19 Public Health Emergency:

1. **22 power load stretcher systems**
2. **2 new ALS ambulances**
3. **2 remount ambulances**
4. **3 new BLS ambulances**
5. **Premium pay for essential workers FTE $2500, PTE $1000**

Goals: ***Medical Expenses*** **(31 CFR part 35, pg. 19) "...State and local governments may need to continue to provide care and services to address these near and longer- term needs."**

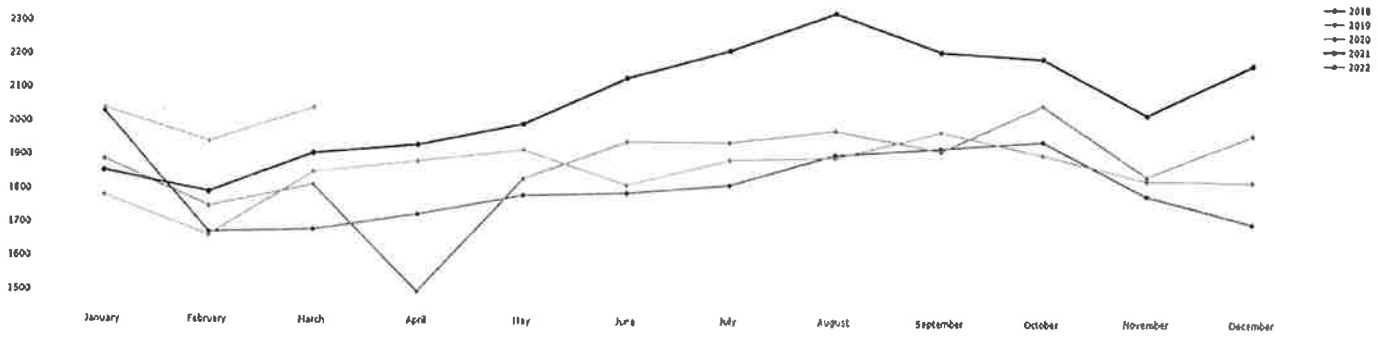
1. **22 power load stretcher systems will:**
   - Decrease potential injury from repetitive lifting of the stretcher with patient and equipment during the increasing numbers of life-saving emergency calls and limited staff on scene to assist with lifting. One in four EMS workers suffer from a career-ending back injury within the first four years of their employment. *(Sanders, Mick J., (2011) Mosby's Paramedic Textbook: Fourth edition.,p.36)*
2. **2 new ALS ambulances will:**
   - Replace 2 ambulances to update aging fleet that has responded to an increasing numbers of high acuity illnesses due to the disruption of the normal health care routines caused by COVID-19. The normal ambulance replacement schedule was disrupted due the $1,534,757 loss of revenue in 2020.
3. **2 remount ambulances will:**
   - Replace 2 ALS ambulances that were scheduled to be remounted in 2021 and 2022 but had to be postponed due to the same loss of revenue in 2020.
4. **2 new BLS ambulances will:**
   - Replace 2 ALS ambulances that are currently being used for non-emergency transports and will be able to be once again used for emergency services.
5. **Premium pay for essential workers will:**
   - Provide WCRAA-Central EMS employees identified as eligible workers, "needed to maintain continuity of operations of essential critical infrastructure sectors-Emergency Response."
   - Premium pay will be paid in a one-time lump sum of $2500 per FTE and $1000 per PTE for eligible workers participating in COVID-19 service from March 1, 2021 through March 1, 2022. Premium pay will be pro-rated for current employees not employed during the full time period. Additionally, employees will net approximately $2000 FTE and $750 PTE after taxes.

Budget:

Description	Cost	Quantity	Total
Power Load stretcher	$ 34,320	22	$ 755,040
New ALS Ambulance	$ 242,250	2	$ 484,500
Remount Ambulance	$ 150,686	2	$ 301,372
New BLS Ambulance	$ 130,000	3	$ 390,000
Premium Pay	FTE $2,500	98	$ 245,000
	PTE $1000	6	$ 6,000
	Pro-Rated	24	$ 29,960
		Total Cost	$ **2,211,872**

	2018	2019	2020	2021
Total Calls:	21,792	22,267	22,452	24,794
Annual Increase:	2.08%	2.13%	0.83 %	10.43%

Call Volume



Stations and Personnel

The increased call volume brought on by the COVID-19 Pandemic accelerated the immediate need to replace ambulances and add personnel to maintain response times to emergencies of 8:59 minutes for Fayetteville, 12:59 minutes for small towns and 20:59 minutes for the unincorporated areas of Washington County. The current employees and fleet have been shouldering the burden of the increased workload resulting in increased overtime and mechanical costs.

Station	Level	Location	Shift	EMT	PM
1	ALS	Fay South	12	4	4
2	ALS	Prairie Grove	24	3	3
3	ALS	Lincoln	24	3	3
4	ALS	West Fork	24	3	3
5	ALS	Fay North	12	4	4
6 (day shift only)	BLS	Johnson	12	4	0
7	ALS	Farmington	12	4	4
8	ALS	Fay South East/Elkins	12	4	4
9	ALS	Fay North East/Nob Hill	12	4	4
10	ALS	Tontitown	24	3	3
BLS	BLS	@ Station 9	8	2	0
BLS	BLS	@ Station 8	12	8	0
			TOTAL	46	32

The above represents EMT and Paramedic FTEs only, does not include dispatch, support, administrative or leadership staff.

Cost Sharing for Washington County Regional Ambulance Authority (WCRAA)-Central EMS

The below Cost Sharing proposal reflects current per capita percent of total for 2021 subsidy applied to the total cost of the ARPA SLFRF request as a one-time contribution for acquisition of **22 power load stretcher systems, 2 new ALS ambulances, 2 remount ambulances, 3 new BLS ambulances,** and **premium pay for essential employees FTE $2500, PTE $1000** in response to the COVID-19 Public Health Emergency.

Each member of the Authority will contribute the same percent of the total request as they contribute in annual per capita funding. For example: Elkins contributes 1.16% of the total annual per capita subsidy, therefore their one time contribution to this ARPA SLFRF request is 1.16% of the $2,211,872 total = $25,685.

Central EMS 2021 Subsidy				Proposal Cost Sharing	
Population	City / County	Per Capita Rate	2021 Subsidy		%
3411	Elkins	$ 6.06	$ 18,332	$ 25,685	1.16%
2578	Elm Springs	$ 6.06	$ 15,236	$ 21,347	0.97%
7519	Farmington	$ 6.06	$ 43,365	$ 60,758	2.75%
91539	Fayetteville	$ 6.06	$ 540,951	$ 757,917	34.27%
1844	Goshen	$ 6.06	$ 10,521	$ 14,741	0.67%
1475	Greenland	$ 6.06	$ 9,103	$ 12,754	0.58%
3809	Johnson	$ 6.06	$ 24,012	$ 33,643	1.52%
2624	Lincoln	$ 6.06	$ 15,638	$ 21,910	0.99%
6680	Prairie Grove	$ 6.06	$ 37,115	$ 52,001	2.35%
3545	Tontitown	$ 6.06	$ 20,744	$ 29,064	1.31%
2717	West Fork	$ 6.06	$ 16,038	$ 22,471	1.02%
439	Winslow	$ 6.06	$ 2,649	$ 3,711	0.17%
34514	County Rural **	$ 17.56	$ 824,985	$ 1,155,871	52.26%
162694		**TOTAL**	**$ 1,578,689**	**$ 2,211,872**	

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-324

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

DATE: January 9, 2023

SUBJECT:

RECOMMENDATION:
Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Operating Procedure Policy Changes and Approval of a Budget Adjustment.

BACKGROUND:
The Fayetteville Fire Department is currently in the process of reviewing policies and updating as necessary to make changes as recommended and to meet best practices while working through the CFAI accreditation process.

DISCUSSION:
These changes are part of Fayetteville Fire Policy AOP-124 On Call Policy. These changes include wording and formatting to aid in the process for maintaining and modifying policies and procedures and to adjust on-call pay amounts. The per day amount will be equivalent to the hourly rate of pay for the market median point pay range halfway between the Step A Firefighter and Step J Battalion Chief. This amount equals $33.38. The current on-call rate is $18.93 per day. This equals $14.45 more per day for a total amount of $5,274.25

BUDGET/STAFF IMPACT:
The Budget Impact with these Policy Changes is as follows: Changing the per day on-call amount will be equal to $14.45 more per day (365 x$14.45) for a total of $5,274.25 out of 3010 Fire Prevention Salaries. A Budget Adjustment of $5,300 is submitted for approval moving funds to allow for this expense increase.

ATTACHMENTS: SRF_AOP On-Call Policy Changes, 2023-324 BA Fire On-Call Policy Change Expenses, AOP-124 On-Call Policy Changes

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

File #: 2023-324

A RESOLUTION TO APPROVE POLICY AOP-124, ON CALL POLICY OF THE FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE OPERATING PROCEDURES, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Policy AOP-124, On Call Policy of the Fayetteville Fire Department Administrative Operating Procedures.

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

City of Fayetteville Staff Review Form

2023-324

Item ID

2/7/2023

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

Brad Hardin	1/9/2023	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Operating Procedure Policy Changes and Approval of a Budget Adjustment.

Budget Impact:

1010.300.3010-5102.10	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	430,817.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	430,817.00
Does item have a direct cost?	Yes	Item Cost	$	5,274.25
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	5,300.00
		Remaining Budget	$	430,842.75

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	FIRE (300)	
	Requestor: Brad Hardin	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Operating Procedure Policy Changes and Approval of a Budget Adjustment. The Budget Impact with these Policy Changes is as follows: Changing the per day on-call amount will be equal to $14.45 more per day (365 x$14.45) for a total of $5,274.25 out of 3010 Fire Prevention Salaries. A Budget Adjustment is submitted for approval moving funds to allow for this expense increase.

COUNCIL DATE: 2/7/2023

ITEM ID#: **2023-324**

Holly Black
1/17/2023 2:45 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202313

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
1010.300.3010-5102.10	5,300	-			EX	Uniformed Salaries - Uniformed
1010.300.3020-5302.00	(5,300)	-			EX	Uniforms/Personal - Equipment
		-				
		-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				

Original AOP

FAYETTEVILLE FIRE DEPARTMENT

Administrative Operating Procedures

On-Call Policy

On Call

Purpose

The purpose of this policy is to establish an "on call" procedure for the Fire Department.

- In an effort to maintain staffing for emergency response, the Fire Department routinely designates "on call" Employees who remain prepared for duty for the duration of the "on call" period.
    - Prepared for duty is defined to mean that the working abilities of the Employee are not impaired by illness, drugs, or any other controlled substance.
    - Absolutely no alcoholic beverages may be consumed by the Employee while in an "on call" status.
- All Fire Department Employees are subject to being called to work if their presence is required to respond to an emergency situation.
- These Employees who are merely subject to be called in to work are not designated to be in an "on call" status and are not eligible for call duty compensation.
- Designated "on call" Employees shall respond in a timely manner when notified by their immediate supervisor, Division Head, Department Director, Central Dispatch or other authorized individual or entity.
- Employees who are assigned on call duty will be compensated a flat dollar amount of pay for each day of on call duty.
    - The per day amount will be equivalent to the hourly rate of pay for the market median point pay range half way between the Step A Firefighter and Step J Battalion Chief.

Procedure

The Fire Chief or his/her designee is responsible for determining periods when Employees are needed for "on call" status.

- The shift commander on duty or his/her designee is responsible for assigning "on call" duties to Employees on a rotating basis and documenting on the daily shift report "on call" status.
- The Fire Marshal is responsible for his/her Division Employees in the same manner.
    - An "on call" response is defined as one that occurs on the Employee's personal time, whether at home or otherwise away from his or her place of work.
    - The Department of Labor defines "on call" as the following: 29 CFR § 785.17 On-call time: An Employee who is not required to remain on the employer's premises but is merely required to leave word at his home or with company officials where he may be reached is not working while on call.
- Employees who are designated as "on call" must:
    - Answer 100% of the calls directed to them
    - Respond to the call in proper call duty attire as defined by the Division Head

- Be prepared and ready to work and be in a "fit for duty" condition as defined in this policy

- Any "on call" Employee who fails to answer or respond to any call back will be subject to disciplinary action up to and including termination.

- Any "on call" Employees who are called out must check in with the shift commander on duty, incident commander, or station watchman.

- An Employee who is absent from work for his/her entire regularly scheduled shift is not eligible to be "on call" and receive call duty pay, unless otherwise approved by the Division Head.

- Division Heads or their designee are to complete and maintain a file of current "on call" status Memorandum of Understanding with each Employee subject to "on call" duty.

- For an Employee who responds to a call while on "on call" duty ,overtime pay starts when the Employee begins traveling or performing other work in preparation to respond to the call and ends when the job is completed or when they have been released by a supervisor and they return to the point of origin or their home.

Changes

FAYETTEVILLE FIRE DEPARTMENT

Administrative Operating Procedures

On-Call Policy

On Call

Purpose

The purpose of this policy is to establish an "on call" procedure for the Fire Department.

- In an effort to maintain staffing for emergency response, the Fire Department routinely designates "on call" Employees who remain prepared for duty for the duration of the "on call" period.
    - Prepared for duty is defined to mean that the working abilities of the Employee are not impaired by illness, drugs, or any other controlled substance.
    - Absolutely no alcoholic beverages may be consumed by the Employee while in an "on call" status.
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- Designated "on call" Employees shall respond in a timely manner when notified by their immediate supervisor, Division Head, Department Director, Central Dispatch or other authorized individual or entity.
- Employees who are assigned on call duty will be compensated a flat dollar amount of pay for each day of on call duty.
    - The per day amount will be equivalent to the hourly rate of pay for the market median point pay range half way between the Step A Firefighter and Step J Battalion Chief.

~~On Call~~

~~**Purpose**~~

~~The purpose of this policy is to establish an "on call" procedure for the Fire Department.~~

- ~~In an effort to maintain staffing for emergency response, the Fire Department routinely designates "on call" Employees who remain prepared for duty for the duration of the "on call" period.~~
    - ~~Prepared for duty is defined to mean that the working abilities of the Employee are not impaired by illness, drugs, or any other controlled substance.~~
    - ~~Absolutely no alcoholic beverages may be consumed by the Employee while in an "on call" status.~~
- ~~All Fire Department Employees are subject to being called to work if their presence is required to respond to an emergency situation.~~
- ~~These Employees who are merely subject to be called in to work are not designated to be in an "on call" status and are not eligible for call duty compensation.~~
- ~~Designated "on call" Employees shall respond in a timely manner when notified by their immediate supervisor, Division Head, Department Director, Central Dispatch or other authorized individual or entity.~~
- ~~Employees who are assigned on call duty will be compensated a flat dollar amount of pay for each day of on call duty.~~
    - ~~The per day amount will be equivalent to the hourly rate of pay for the market median point pay range half way between the Step A Firefighter and Step J Battalion Chief.~~

FAYETTEVILLE FIRE DEPARTMENT

Administrative Operating Procedures

On-Call Policy

Procedure

The Fire Chief or his/her designee is responsible for determining periods when Employees are needed for "on call" status.

- The shift commander on duty or his/her designee is responsible for assigning "on call" duties to Employees on a rotating basis and documenting on the daily shift report "on call" status.
- The Fire Marshal is responsible for his/her Division Employees in the same manner.
    - An "on call" response is defined as one that occurs on the Employee's personal time, whether at home or otherwise away from his or her place of work.
    - The Department of Labor defines "on call" as the following: 29 CFR § 785.17 On-call time: An Employee who is not required to remain on the employer's premises but is merely required to leave word at his home or with company officials where he may be reached is not working while on call.
- Employees who are designated as "on call" must:
    - Answer 100% of the calls directed to them
    - Respond to the call in proper call duty attire as defined by the Division Head
    - Be prepared and ready to work and be in a "fit for duty" condition as defined in this policy
- Any "on call" Employee who fails to answer or respond to any call back will be subject to disciplinary action up to and including termination.
- Any "on call" Employees who are called out must check in with the shift commander on duty, incident commander, or station watchman.
- An Employee who is absent from work for his/her entire regularly scheduled shift is not eligible to be "on call" and receive call duty pay, unless otherwise approved by the Division Head.
- Division Heads or their designee are to complete and maintain a file of current "on call" status Memorandum of Understanding with each Employee subject to "on call" duty.
- For an Employee who responds to a call while on "on call" duty ,overtime pay starts when the Employee begins traveling or performing other work in preparation to respond to the call and ends when the job is completed or when they have been released by a supervisor and they return to the point of origin or their home.

~~**Procedure**~~

~~**The Fire Chief or his/her designee is responsible for determining periods when Employees are needed for "on call" status.**~~

~~**The shift commander on duty or his/her designee is responsible for assigning "on call" duties to Employees on a rotating basis and documenting on the daily shift report "on call" status.**~~

~~**The Fire Marshal is responsible for his/her Division Employees in the same manner.**~~

~~**An "on call" response is defined as one that occurs on the Employee's personal time, whether at home or otherwise away from his or her place of work.**~~

~~**The Department of Labor defines "on call" as the following: 29 CFR § 785.17 On-call time: An Employee who is not required to remain on the employer's premises but is merely required to leave word at his home or with company officials where he may be reached is not working while on call.**~~

~~**Employees who are designated as "on call" must:**~~

Answer 100% of the calls directed to them
Respond to the call in proper call duty attire as defined by the Division Head

FAYETTEVILLE FIRE DEPARTMENT

Administrative Operating Procedures

On-Call Policy

Be prepared and ready to work and be in a "fit for duty" condition as defined in this policy
Any "on call" Employee who fails to answer or respond to any call back will be subject todisciplinary action up to and including termination.

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New Policy

Fayetteville Fire Department
Administrative Policies
Policy-124 On Call
Version 3 Date Created 11/16/2022
SOG Reference: SOG - 100 Series
CFAI Reference: 5C.3

On Call

Purpose

The purpose of this policy is to establish an "on call" procedure for the Fire Department.

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Procedure

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-352

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: January 13, 2023

SUBJECT: **A Resolution to waive the requirements of formal competitive bidding and authorize the purchase of a Turf Tank robotic line painter in the amount of $49,936.25.**

RECOMMENDATION:
A Resolution to waive the requirements of formal competitive bidding and authorize the purchase of a Turf Tank robotic line painter in the amount of $49,936.25.

BACKGROUND:
Parks maintenance staff lays out and paints 32 soccer fields for Spring league play. Once these fields are laid out and painted the initial time, they require weekly repainting to keep the lines visible throughout the season. For the Fall season, the same process is repeated.

With a manual line painter, laying out the fields requires a minimum of 2 people (easier with 3) to pull the measuring tapes to achieve the correct field dimensions. Once the dimensions are marked, 2 people are required to pull string lines to be used as guides to paint straight lines. This is a laborious and time-consuming process that requires great attention to detail.

The Turf Tank robotic line painter is an automated line painter that uses GPS to layout and paint the field in one pass. Field layout dimensions are preloaded into an I-pad and can be manually adjusted electronically. The Turf Tank is then given a starting point on the field and will paint the programmed layout quickly and efficiently, with precision accuracy that cannot be rivaled with manual methods. One person can operate the robot, which makes more efficient use of staff time. The robot also paints at a steady rate that utilizes a more consistent amount of paint as opposed to manual methods.

DISCUSSION:
Staff purchased a Turf Tank in January 2020 thru the NIPA/OMNIA Cooperative Purchasing Contract. This painter has performed excellent, painting perfectly straight lines and requiring just one staff to operate. After three years of intensive use, a few service issues are beginning to occur. In order to not have downtime when the painter is needed during season, a second Turf Tank is needed which can serve as the primary painter. The two Turf Tanks can also share the same controller and field layout software and can be used in tandem to speed the painting process.

The Turf Tank is no longer available for purchase on a Cooperative Purchasing program and is only available directly from the manufacturer/supplier. The new Turf Tank line painter will be compatible with all existing equipment, software and GPS base system that we currently own. All parts are interchangeable which will assist in maintenance and repair, and it will not be necessary to train staff on a new product. The only other known robotic line painter in the world, uses a completely different GPS/satellite configuration requiring a monthly service and is not compatible with existing equipment, making it an impractical option. Therefore, a bid waiver is requested.

BUDGET/STAFF IMPACT:
The price of the new Turf Tank is $49,936.25. This price is the 2022 price and is locked in with an expiration date of February 8, 2023, to allow for City Council approval. If not approved, the price will increase after this date. This item was budgeted from operating funds in the 2023 Park Maintenance budget.

ATTACHMENTS: SRF Turf Tank, Turf Tank Quote

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

File #: 2023-352

A Resolution to waive the requirements of formal competitive bidding and authorize the purchase of a Turf Tank robotic line painter in the amount of $49,936.25.

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF A TURF TANK ROBOTIC LINE PAINTER FROM TURF TANK IN THE AMOUNT OF $49,936.25 PLUS APPLICABLE TAXES AND FREIGHT CHARGES, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

WHEREAS, Staff purchased a Turf Tank in January 2020 thru the NIPA/OMNIA Cooperative Purchasing Contract; and

WHEREAS, the painter is no longer available for purchase through the cooperative purchasing program and is only available directly from the manufacturer/supplier; and

WHEREAS, the only other known robotic line painter is not compatible with the City's existing equipment.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves the purchase of a Turf Tank robotic line painter from Turf Tank line painter in the amount of $49,936.25 plus applicable taxes and freight charges, for use by the Parks and Recreation Department.

City of Fayetteville Staff Review Form

2023-352

Item ID

2/7/2023

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

Byron Humphry	1/13/2023	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution to waive the requirements of formal competitive bidding and authorize the purchase of a Turf Tank robotic line painter in the amount of $49,936.25.

Budget Impact:

1010.520.5260-5802.00	General - Vehicles & Equipment Base
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	49,937.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	49,937.00
Does item have a direct cost?	Yes	Item Cost	$	49,936.25
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	0.75

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

TURF TANK®

[AR] Fayetteville Parks and Recreation - Plus Outright Purchase

Quote created on April 18, 2022 - Reference: 20220418-144237477

[AR] Fayetteville Parks and Recreation
1455 S Happy Hollow Rd.
Fayetteville, AR 72701
United States

Byron Humphry
Parks Maintenance Superintendent
bhumphry@fayetteville-ar.gov
(479) 841 5484

Products & Services

US - Turf Tank Plus Package - Upfront Implementation Cost

1 x $500.00

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

US - Turf Tank Plus Package - Outright Purchase

1 x $45,000.00

Includes:

- GPS Paint Robot + GPS Package
- Continuous Software Improvements
- Free Form Text Creation
- Standard Geometry Package
- Extended Geometry Package
- Paint: $2,000 Allotment of Paint (White)
- (2) Robot Batteries
- Customer Support: Normal Business Hours (Mon-Fri)
- Hardware Warranty Program: Limited (Excludes Consumables)
- Standard Turf Tank Accessories

One-time subtotal	$45,500.00
Tax	$4,436.25
Total	**$49,936.25**

This quote expires on February 8, 2023.

Signature

Signature

Date

Printed name

Questions? Contact me

Zach Grosenheider
Regional Territory Manager
zach.grosenheider@turftank.com
+1 (217) 313-6960

Turf Tank
3330 Cobb Parkway NW, Suite 324-380
Acworth, GA 30101
United States

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2022-318

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Timothy Nyander, Utilities Director

DATE: January 18, 2023

SUBJECT:

RECOMMENDATION:
Staff recommends approval of an Engineering Services Agreement with Horner & Shifrin, Inc. for gravity sanitary sewer design related to the Dot Tipton Lift Station Removal project in an amount not to exceed $84,668.91, and to approve a project contingency of $10,000.00.

BACKGROUND:
The Dot Tipton sewer lift station was constructed by private developers in 2008 to service residential single-family homes in the Legacy Pointe subdivision. Removal of this lift station was recommended in the 2021 Wastewater Collection System Master Plan Update by RJN Group, Inc. Removing this lift station will reduce direct O&M expenses for the City as well as reduce the contributing flow to the Owl Creek lift station which is situated downstream of Dot Tipton lift station. This will allow the Owl Creek lift station to have extended capacity life.

DISCUSSION:
To take the lift station out of service, a gravity sewer main must be constructed approximately 4,200 linear feet to reach an existing gravity sewer line near the intersection of Goose Creek Road and Double Springs where flow would enter the larger Farmington lift station. Engineering design services are necessary for this project. Horner and Shifrin, Inc. was formally selected at an Engineering Selection Committee meeting on March 17, 2022 (RFQ 22-01, Selection #7).

BUDGET/STAFF IMPACT:
Funds are available in the Sanitary Sewer Rehabilitation account.

ATTACHMENTS: SRF Horner & Shrifrin, Inc., H&S Dot Tipton Agreement

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

File #: 2022-318

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HORNER & SHIFRIN, INC., PURSUANT TO RFQ 22-01 SELECTION #7, IN AN AMOUNT NOT TO EXCEED $84,668.91 FOR ENGINEERING SERVICES ASSOCIATED WITH THE DOT TIPTON LIFT STATION ELIMINATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $10,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional engineering services agreement with Horner & Shifrin, Inc., pursuant to RFQ 22-01 Selection #7, in an amount not to exceed $84,668.91 for engineering services associated with the Dot Tipton Lift Station Elimination Project, and further approves a project contingency in the amount of $10,000.00.

City of Fayetteville Staff Review Form

2022-318

Item ID

2/7/2023

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

Tim Nyander	1/4/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of an Engineering Services Agreement with Horner & Shifrin, Inc. for gravity sanitary sewer design related to the Dot Tipton Lift Station Removal project in an amount not to exceed $84,668.91, and to approve a project contingency of $10,000.00.

Budget Impact:

5400.720.5700-5314.00	Water and Sewer
Account Number	Fund
02017.1	Sanitary Sewer Rehabilitation
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	6,242,236.00
		Expenses (Actual+Encum)	$	4,843,648.78
		Available Budget	$	1,398,587.22
Does item have a direct cost?	Yes	Item Cost	$	94,668.91
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	1,303,918.31

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
HORNER & SHIFRIN, INC.

THIS AGREEMENT is made as of _____ , 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and HORNER & SHIFRIN, INC. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's 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.

3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

4.2 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. ENGINEER 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 Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$84,668.91**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a unit price, not-to-exceed basis as described in Appendix A.

5.2 Statements

5.2.1 Monthly statements 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 ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER 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 the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 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, ENGINEER 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 ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability	
Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability:	
Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER 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 ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 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:

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

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

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

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

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

6.5.3 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

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

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, 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 ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 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 ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER 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 Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, 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 Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 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.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) 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.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER 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. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 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. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER 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 ENGINEER.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER 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.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
Street
City, State Zip Code

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall 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.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

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

7.3.2 Records under Paragraph 7.3.1 above, 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.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 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 subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER 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 ENGINEER 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

price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's 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, 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 ENGINEER 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.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER 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 OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER 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.

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

CITY OF FAYETTEVILLE, ARKANSAS	HORNER & SHIFRIN, INC.
	Christina F. Willson Digitally signed by Christina F. Willson DN: C=US, E=cfwillson@hornershifrin.com, O="Horner & Shifrin, Inc.", OU=Water, CN=Christina F. Willson Date: 2022.11.04 09:30:06-05'00'
By :_____	By:_____
Mayor, Lioneld Jordan	,P.E.
ATTEST:	
By:_____	Title: Assoc. Vice-President, Asst. Regional Mgr.
City Clerk	

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Appendix A
Scope of Services

1. General

This project involves the elimination of the Dot Tipton Lift Station (LS-44) in southwest Fayetteville. LS-44 will be decommissioned, and new gravity sewer main will be constructed south of the lift station then follow the alignment of existing force main along Goose Creek. Connection to an existing manhole (SSM-13950) will be made allowing for wastewater to flow to Sewer Lift Station #12. Total new gravity sewer main is approximately 4,200 feet. Scope will include surveying, environmental services, design, easement obtainment, and creation of final drawings, specifications and bid documents. Bidding and construction management will be addressed at a later date with an addendum to this agreement.

2. Project Management

The ENGINEER will provide a project management plan including scope, team, schedule, communication plan, and deliverables. Monthly invoicing and project status updates will be provided to the CITY OF FAYETTEVILLE. Prior to beginning work, a project kickoff meeting between the ENGINEER and CITY OF FAYETTEVILLE will be conducted. ENGINEER will attend review meetings with CITY OF FAYETTEVILLE for submittals provided. The ENGINEER will provide meeting minutes to the CITY OF FAYETTEVILLE to document items discussed at each meeting. ENGINEER will coordinate with subconsultants and review invoices prior to submittal for payment.

3. Surveys and Geotechnical

ENGINEER will gain access with landowner coordination and complete a detailed 50’ wide topographic survey along the proposed route. Records research, field research, and boundary resolution will be completed, and exhibit maps will be produced to include right-of-way, easements, and temporary construction easements required.

As necessary, borings will be taken with rock soundings to a target depth of 20 feet or until materials resulting in auger refusal are encountered, whichever is less. Groundwater depth will also be noted. A written statement of findings will be provided with site description, detailed evaluation of subsurface conditions, groundwater, and dept of in-situ rock materials.

Work will be performed by a subconsultant to Horner & Shifrin. Costs will be invoiced to the CITY OF FAYETTEVILLE with a 10% markup.

4. Environmental Services

ENGINEER will assess the following requirements for the projects and secure permits, documentation, and waivers as required:

Stormwater Pollution Prevention Plan and stream crossing authorization from the Arkansas Department of Environmental Quality

5. Preliminary Design (60%)

Preliminary design drawings including cover sheet, general notes, plan and profile maps and water profiles (1" = 20' full size scale) will be developed. Opinion of probable construction cost estimates will also be prepared. Documents (electronic pdfs and one set of half-size drawings) will be provided to the CITY OF FAYETTEVILLE for review and comment.

6. Final Design

Upon approval of the preliminary design by the CITY OF FAYETTEVILLE, the ENGINEER will continue with the 90% design. This will include construction plans, technical specifications, bid-ready documents, and an updated opinion of probable construction cost. A complete set will be provided to the city for final review, and any comments will be incorporated into the final design. The ENGINEER will provide one (1) hard copy of the final design with half-sized drawings and electronic pdf copy. The ENGINEER will coordinate approval from the Arkansas Department of Health (ADH) and provide the $200 review fee.

7. Easements and Property Acquisition

The ENGINEER will provide necessary easement documents to the CITY OF FAYETTEVILLE for acquisition by the CITY OF FAYETTEVILLE.

8. Bidding Services

Not used – Bidding services may be provided with a future contract amendment. No work will be completed without written authorization from the CITY OF FAYETTEVILLE.

9. Construction Administration

Not used – Construction administration may be provided with a future contract amendment. No work will be completed without written authorization from the CITY OF FAYETTEVILLE.

10. Excluded Items

The following items are not included under this agreement and will be considered additional work requiring a change order:

A. Redesign due to changing conditions that occur after approval of work provided.
B. Additional submittals or deliverables not listed in this Scope of Services.
C. Materials testing.
D. Additional environmental services beyond those listed in Section 4.
E. Legal and litigation services.
F. Any additional permits or approvals required beyond those listed in this Scope of Services

11. Schedule

ENGINEER will begin work included in this Scope of Services within ten (10) days of Notice to Proceed from the CITY OF FAYETTEVILLE. Schedule shall proceed as outlined below:

Surveys and Geotechnical	60 days from start date
Preliminary Design	60 days from surveys and geotechnical
90% Design	60 days from approval of Preliminary Design
Final Design	20 days from 90% Design Review by City

12. Fee

Project fees related to this Scope of Services is presented below:

Project Startup	$ 2,145.49
Existing Conditions Survey, Geotechnical & Easements (Subcontracted)	$34,496.00
Review of Subcontracted Work	$ 4,245.66
Environmental	$ 1,491.77
Preliminary Design	$25,649.06
90% Final Plans and Specifications	$12,019.07
Final Plans and Bid Documents	$ 3,565.86
Reimbursable Expenses	$ 1,056.00
Total	$84,668.91

Horner & Shifrin will complete work outlined in this Appendix A for the unit price, not-to-exceed amount of $84,668.91. The CITY OF FAYETTEVILLE will pay ENGINEER on a monthly basis, based upon invoices submitted by ENGINEER to the CITY OF FAYETTEVILLE for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly interest charge.

Fayetteville
Dot Tipton Lift Station Elimination
Planning and Design

Prepared By: RJM

				Labor Classification						
LABOR:				McCleish, James	Mills, Ryan	Willson, Christina	Jacquot, Bridgett	Diggs, Stan	Mills, Michael	Visintine, Brian
		Task	Task	$275	$159	$210	$189	$95	$116	$127
Task No.	Task Description	M.H.	Cost	EP01	EP07	EP02	TES01	TES05	EP11	ET01
	PROJECT STARTUP MEETING									
1	Attend startup meeting with City staff	6	$1,326.64	2	2	2				
2	Obtain available information	2	$327.54		2					
3	Identify known maintenance issues or capacity related issues.	2	$327.54		2					
4	Prepare Meeting Minutes	1	$163.77		1					
	Subtotal	11	$2,145.49	2	7	2	0	0	0	0
	SURVEY, GEOTECHNICAL & EASEMENTS (SUBCONTRACTED)									
1	Complete area research	0	$0.00							
2	Complete field work	2	$327.54		2					
3	Process field data in CAD	0	$0.00							
4	PLS Review	0	$0.00							
5	Delineate temporary construction easements & permanent sewer easements	6	$1,087.68		4	2				
6	Generate easement exhibits	8	$1,415.22		6	2				
7	Submit easement plans to City	1	$163.77		1					
8	Review comments with City staff	2	$327.54		2					
9	QA/QC and project management	5	$923.91		3	2				
	Subtotal	24	$4,245.66	0	18	6	0	0	0	0
	PRELIMINARY DESIGN - 60%									
1	Complete site walk	4	$655.08		4					
2	Sewer Layout Plan View	8	$955.84						8	
3	Coordinate with local utilities	4	$566.50		2				2	
4	Generate sanitary contributions - Current & Future	5	$694.22			1			4	
5	Evaluate system hydraulics	9	$1,506.89		1	4			4	
6	Generate cover sheet and general notes	2	$238.96						2	
7	Generate sewer details	2	$238.96						2	
8	Generate plan and profile sheets	104	$13,513.60		4	8			80	12
9	Calculate quantities	5	$694.22			1			4	
10	Estimate opinion of probable cost	6	$857.99		1	1			4	
11	Submit Plans and opinion of cost to City	1	$163.77		1					
12	Review comments with City staff	2	$327.54		2					
13	Generate technical specifications and bid documents	28	$3,522.60		4				24	
14	Submit plans to ADH for comment	1	$163.77		1					
15	QA/QC and project management	8	$1,549.12	2	6					
	Subtotal	189	$25,649.06	2	26	15	0	0	134	12
	ENVIRONMENTAL SERVICES									
1	Stormwater Pollution Prevention Plan	10	$950.00					10		
5	QA/QC and project management	3	$541.77		1		2			
	Subtotal	13	$1,491.77	0	1	0	2	10	0	0

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Fayetteville
Dot Tipton Lift Station Elimination
Planning and Design

Prepared By: RJM

LABOR:				Labor Classification						
				McCleish, James	Mills, Ryan	Willson, Christina	Jacquot, Bridgett	Diggs, Stan	Mills, Michael	Visintine, Brian
		Task	Task	$275	$159	$210	$189	$95	$116	$127
Task No.	Task Description	M.H.	Cost	EP01	EP07	EP02	TES01	TES05	EP11	ET01
	90% FINAL PLANS AND SPECIFICATIONS									
1	Update project plans	54	$7,084.34		4	4			40	6
2	Update technical specifications and bid documents	12	$1,522.34		2				10	
3	Update opinion of probable cost	3	$402.73		1				2	
4	Submit plans to City	1	$163.77		1					
5	Review comments with City staff	2	$327.54		2					
6	Submit plans to ADH for comment	1	$163.77		1					
7	Conduct meeting with City staff	8	$1,133.00		4				4	
8	QA/QC and project management	6	$1,221.58	2	4					
	Subtotal	87	$12,019.07	2	19	4	0	0	56	6
	FINAL PLANS SPECIFICATIONS AND BID DOCUMENTS									
1	Finalize plans, specifications, and bid documents	19	$2,508.05		1	2			16	
2	Submit plans to City	2	$283.25		1				1	
3	QA/QC and project management	4	$774.56	1	3					
	Subtotal	25	$3,565.86	1	5	2	0	0	17	0
	TOTAL ESTIMATE MANHOURS	349		7	76	29	2	10	207	18
	TOTAL ESTIMATED LABOR COSTS		**$49,116.91**							

DESIGN EXPENSES:

Item		Unit		Total Cost
	Mileage:	90	miles	$60.00
	Subconsultant: McClelland (Geotechnical Engineering and Surveying)		SAY	$31,360.00
	Reproduction & Photocopy:	--	SAY	$200.00
	Field Equipment Rental Reimbursement:	--	SAY	$0.00
	Misc. Reimbursable Expenses:	--	SAY	$700.00
	ESTIMATED TOTAL REIMBURSIBLE EXPENSES:			**$32,320.00**
	MARK UP PERCENTAGE:			**10%**
	ESTIMATED TOTAL EXPENSES:			**$35,552.00**
	TOTAL ESTIMATED NOT-TO EXCEED COST:			**$84,668.91**

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HORNER SHIFRIN

Hourly Billing Rates by Classification
Effective: 05/29/2022

CLASSIFICATION	RATE
AP01 PROFESSIONAL 1	$ 305
AP02 PROFESSIONAL 2	$ 174
AP03 PROFESSIONAL 3	$ 154
AT04 CLERICAL 3	$ 95
AT06 CLERICAL 6	$ 79
BP01 AVP BUILDING SERVICES	$ 214
BP02 SR PM BUILDING SERVICES	$ 209
BP03 SR PM BUILDING SERVICES	$ 203
BP04 SR PM BUILDING SERVICES	$ 180
BP05 SR PM BUILDING SERVICES	$ 166
BP07 PM BUILDING SERVICES	$ 149
BP08 PE BUILDING SERVICES	$ 141
BP10 DESIGN ENGR BUILDING SERVICES	$ 122
BP11 DESIGN ENGR BUILDING SERVICES	$ 116
BP12 DESIGN ENGR BUILDING SERVICES	$ 107
BP13 ENGR BUILDING SERVICES	$ 97
BTM1 TECH MGR., BUILDING SERVICES	$ 154
BT01 PROF DESIGNER BUILDING SERVICES	$ 138
BT02 SR DESIGNER BUILDING SERVICES	$ 113
BT03 DESIGNER BUILDING SERVICES	$ 100
BT04 CAD TECH BUILDING SERVICES	$ 89
BT05 CAD TECH BUILDING SERVICES	$ 82
CSP01 VP CIV-SITE ENGR	$ 252
CSP02 AVP CIV-SITE ENGR	$ 242
CSP03 ASST BUL CIV-SITE ENGR	$ 221
CSP04 SR PM CIV-SITE ENGR	$ 179
CSP05 SR PM CIV-SITE ENGR	$ 168
CSP06 PM CIV-SITE ENGR	$ 158
CSP07 PM CIV-SITE ENGR	$ 146
CSP08 SR PE CIV-SITE ENGR	$ 135
CSP09 PE CIV-SITE ENGR	$ 131
CSP10 DESIGN ENGR CIV-SITE ENGR	$ 119
CSP11 DESIGN ENGR CIV-SITE ENGR	$ 113
CSP12 SR PE CIV-SITE ENGR	$ 108
CSP13 ENGR CIV-SITE ENGR	$ 103
CSP14 ENGR CIV-SITE ENGR	$ 98
CSTM01 TECH MGR CIV-SITE ENGR	$ 135
CST01 PROF DESIGNER CIV-SITE ENGR	$ 132
CST02 SR DESIGNER CIV-SITE ENGR	$ 110
CST03 DESIGNER CIV-SITE ENGR	$ 95
CST04 CAD TECH CIV-SITE ENGR	$ 74
CP01 DEPT MGR CONST SVCS	$ 148
CP02 PROJ ENGR CONST SVCS	$ 142
CP03 PROJ ENGR CONST SVCS	$ 123
CT01 CONST SVCS TECH 1	$ 128
CT02 CONST SVCS TECH 2	$ 118
CT03 CONST SVCS TECH 3	$ 105
CT04 CONST SVCS TECH 4	$ 99
CT05 CONST SVCS TECH 5	$ 87
CT06 CONST SVCS TECH 6	$ 74
EP01 VP ENVIRONMENTAL ENGR	$ 275
EP02 AVP ENVIRONMENTAL ENGR	$ 216
EP03 ENGR MGR ENVIRONMENTAL ENGR	$ 207
EP04 SR PM ENVIRONMENTAL ENGR	$ 196
EP05 SR PM ENVIRONMENTAL ENGR	$ 180
EP06 PM ENVIRONMENTAL ENGR	$ 175
EP07 PM ENVIRONMENTAL ENGR	$ 164
EP08 SR PE ENVIRONMENTAL ENGR	$ 143
EP09 PE ENVIRONMENTAL ENGR	$ 130
EP10 PE ENVIRONMENTAL ENGR	$ 125
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	$ 119
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	$ 110
EP13 ENGINEER ENVIRONMENTAL ENGR	$ 105
EP14 ENGR ENVIRONMENTAL ENGR	$ 101
ET01 PROF DESIGNER ENVIRONMENTAL ENGR	$ 131
ET02 DESIGNER ENVIRONMENTAL ENGR	$ 104
ET03 DESIGNER ENVIRONMENTAL ENGR	$ 90
ET04 CAD TECH ENVIRONMENTAL ENGR	$ 82
ET05 CAD TECH ENVIRONMENTAL ENGR	$ 76
ET06 CAD TECH ENVIRONMENTAL ENGR	$ 74
GP01 MANAGER	$ 189
GP03 MANAGER	$ 153
GP04 MANAGER	$ 142
GT04 COORDINATOR	$ 95
IP01 AVP - GIS/IT/SURVEY	$ 226
IP02 SR GIS/IT PROFESSIONAL	$ 147
IT01 GIS/IT ANALYST	$ 135
IT02 GIS/IT ANALYST	$ 113
IT03 GIS/IT ANALYST	$ 109
IT04 GIS ANALYST	$ 105
IT05 GIS ANALYST	$ 102
SU01 PROFESSIONAL LAND SURVEYOR	$ 158
SU02 PROFESSIONAL LAND SURVEYOR	$ 135
SU03 SURVEY INSTRUMENT TECHNICIAN	$ 116
SU04 SURVEY INSTRUMENT TECHNICIAN	$ 107
SP01 VP STRUCTURAL ENGR	$ 265
SP02 AVP STRUCTURAL ENGR	$ 216
SP03 SR PM STRUCTURAL ENGR	$ 203
SP04 SR PM STRUCTURAL ENGR	$ 190
SP05 SR PM STRUCTURAL ENGR	$ 179
SP06 PM STRUCTURAL ENGR	$ 163
SP07 PM STRUCTURAL ENGR	$ 149
SP08 SR PE STRUCTURAL ENGR	$ 141
SP09 PE STRUCTURAL ENGR	$ 131
SP10 PE STRUCTURAL ENGR	$ 122
SP11 DESIGN ENGR STRUCTURAL ENGR	$ 116
SP12 DESIGN ENGR STRUCTURAL ENGR	$ 108
SP13 ENGR STRUCTURAL ENGR	$ 101
SP14 ENGR STRUCTURAL ENGR	$ 91
ST03 DESIGNER STRUCTURAL ENGR	$ 106
ST06 CAD TECH STRUCTURAL ENG	$ 69
TP01 VP TRANS CIV ENGR	$ 252
TP02 AVP TRANS CIV ENGR	$ 221
TP03 ENGR MGR TRANS CIV ENGR	$ 205
TP04 SR PM TRANS CIV ENGR	$ 179
TP05 SR PM TRANS CIV ENGR	$ 168
TP06 PM TRANS CIV ENGR	$ 158
TP07 PM TRANS CIV ENGR	$ 147
TP08 SR PE TRANS CIV ENGR	$ 152
TP09 PE TRANS CIV ENGR	$ 137
TP10 DESIGN ENGR TRANS CIV ENGR	$ 121
TP11 DESIGN ENGR TRANS CIV ENGR	$ 116
TP12 DESIGN ENGR TRANS CIV ENGR	$ 113
TP13 ENGR TRANS CIV ENGR	$ 110
TP14 ENGR TRANS CIV ENGR	$ 105
TES01 ENV SCIENTIST TRANS CIV ENGR	$ 189
TES02 ENV SCIENTIST TRANS CIV ENGR	$ 168
TES03 ENV SCIENTIST TRANS CIV ENGR	$ 142
TES04 ENV SCIENTIST TRANS CIV ENGR	$ 121
TES05 ENV SCIENTIST TRANS CIV ENGR	$ 95
TTM1 TECH MGR TRANS CIV ENGR	$ 126
TT01 PROF DESIGNER TRANS CIV ENGR	$ 116
TT02 SR DESIGNER TRANS CIV ENGR	$ 104
TT03 DESIGNER TRANS CIV ENGR	$ 92
TT04 CAD TECH TRANS CIV ENGR	$ 70

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-369

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Timothy Nyander, Utilities Director
Corey Granderson, Utilities Engineer

DATE: January 20, 2023

SUBJECT: **Hawkins-Weir Engineers, Inc. - Engineering for Utility Relocations for I-49 & Hwy 62 Interchange Improvements (ARDOT 040846)**

RECOMMENDATION:
Staff recommends approval of an engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040846 Utility Relocations along Martin Luther King Jr. Blvd. at the I-49 & Hwy-62 Interchange in an amount not to exceed $268,440.00.

BACKGROUND:
ArDOT has notified the City of Fayetteville to relocate water and sewer infrastructure along Highway 62 where they will be widening the roadway, reconstructing the I-49 overpass, and creating a new overpass at 15th Street. After receiving this notification, a formal selection committee was held on September 8, 2022 at which Hawkins-Weir was selected for contract negotiations (RFQ 22-01, Selection #14).

DISCUSSION:
The project includes water distribution and sanitary sewer collection system relocation of approximately 3,600 linear feet of 8-inch water mains, 1,030 linear feet of 10-inch and smaller sanitary sewer mains, 1,500 linear feet of 12-inch water mains, 3,710 linear feet of 12-inch through 15-inch sanitary sewer mains, 6,490 linear feet of 18-inch through 24-inch water mains, 1,590 linear feet of 18-inch through 24-inch sanitary sewer mains, and 325 linear feet of 30-inch water transmission main. The project also includes the relocation or elimination (dependent on the extension of the 15-inch sanitary sewer main) of one sanitary sewer pump station.

Much of this project appears to be reimbursable to the City by ArDOT, however preliminary engineering must be completed first to determine exact qualifications. Afterwards, a formal relocation agreement will be presented to the City Council outlining the terms of reimbursement. This engineering services agreement will include survey, preliminary engineering design, and cost estimations. Future amendments will be necessary for the design to be finalized and bid-ready.

BUDGET/STAFF IMPACT:
The proposed contract is hourly in the maximum not-to-exceed amount of $268,440.00. Budgeted funds are available in Water & Sewer Relocations – Bond Projects account.

ATTACHMENTS: SRF Hawkins-Weir - Utility Relocations for I-49 and MLK Interchange, 2022129 Agreement,

040846 Relocation Letter

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

File #: 2023-369

Hawkins-Weir Engineers, Inc. - Engineering for Utility Relocations for I-49 & Hwy 62 Interchange Improvements (ARDOT 040846)

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. PURSUANT TO RFQ 21-01, SELECTION #14, IN AN AMOUNT NOT TO EXCEED $268,440.00 FOR ENGINEERING SERVICES ASSOCIATED WITH UTILITY RELOCATIONS FOR THE INTERSTATE 49 AND HIGHWAY 62 INTERCHANGE IMPROVEMENTS PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a professional engineering services agreement with Hawkins-Weir Engineers, Inc., Pursuant to RFQ 21-01, Selection #14, in an amount not to exceed $268,440.00 for engineering services associated with utility relocations for the Interstate 49 and Highway 62 Interchange Improvements Project.

City of Fayetteville Staff Review Form

2023-369

Item ID

2/7/2023

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

Tim Nyander	1/17/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of an engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040846 Utility Relocations along Martin Luther King Jr. Blvd. at the I-49 & Hwy-62 Interchange in an amount not to exceed $268,440.00.

Budget Impact:

5400.720.5600-5314.00 5400.720.5700-5314.00	Water and Sewer
Account Number	Fund
11011.2301	Water & Sewer Relocations - Bond Projects
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	6,006,725.00
		Expenses (Actual+Encum)	$	1,278,631.63
		Available Budget	$	4,728,093.37
Does item have a direct cost?	Yes	Item Cost	$	268,440.00
s a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	4,459,653.37

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And

HAWKINS-WEIR ENGINEERS, INC.

Utility Relocations for I-49/MLK Interchange: Design of water and sewer relocation improvements along I-49 and Arkansas Highway 62 (MLK) to accommodate the widening improvements proposed by ARDOT. The project includes utility improvements along MLK, Shiloh Drive, South Futrall Drive, and an extension of South 15th Street.

THIS AGREEMENT is made as of _____, 20__, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Hawkins-Weir Engineers, Inc. with offices

located in Fayetteville, Arkansas; Van Buren, Arkansas; Fort Smith, Arkansas, and Little Rock, Arkansas (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, planning, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by ENGINEER under this Agreement, the construction shall be executed under the observation

of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments from CITY OF FAYETTEVILLE to ENGINEER may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional design services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during this project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's 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.

3.1.6 CITY OF FAYETTEVILLE will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

4.2 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. ENGINEER 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.

4.3 ENGINEER shall provide a schedule of its services and include such schedule with the scope in Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for the Basic Services of the Engineer (as defined as TASK 1 by Section 2 of this Agreement) is **$223,440.00**. The maximum not-to-exceed amount authorized for Reimbursable Expenses is $45,000.00.

Reimbursable Expenses shall be limited to title research and utility location services. The CITY OF FAYETTEVILLE shall compensate ENGINEER based upon a unit price or lump sum basis as described in Appendix A.

5.1.1 TASK 2 fees are not included in this Agreement but may be added by Amendment upon completion of the TASK 1 scope of services in accordance with Section 1 of this Agreement.

5.1.2 The maximum not-to-exceed amount authorized for this Agreement is based upon the estimated fee scope, hours, costs and expenses for TASK 1. The estimated fee spreadsheets shall be included in Appendix A. The amount for any phase (TASK) may be more or less than the estimate, however the maximum not-to-exceed amount shall not be exceeded without a formal contract amendment.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule. Final payment for professional services shall be made upon CITY OF

FAYETTEVILLE's approval and acceptance with the satisfactory completion of the professional engineering services.

5.3 Payments

5.3.1 All statements are payable upon receipt and generally due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 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, ENGINEER 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 ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or ENGINEER's sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices, CITY OF FAYETTEVILLE Standards, Arkansas State Law and the Rules and regulations of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequent of such defect. ENGINEER agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for engineering work it performs to correct any errors, omissions or other deficiencies caused by

ENGINEER's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.

6.2.2 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER's Commercial General Liability and Automobile Liability Insurance policies.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 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:

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

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

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

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

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

6.5.3 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

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

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, 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 ENGINEER for services

rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 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 ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER 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 Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

6.7.1 ENGINEER'S services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, 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 Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 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;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) 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.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. 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. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be

caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the ENGINEER's plans and specifications, including documents on electronic media ("delivered documents"), as instruments of professional services. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to ENGINEER. Except for the ENGINEER's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless ENGINEER is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the ENGINEER's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER 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.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain
Fayetteville, AR 72701

ENGINEER's address:
438 East Millsap Road, Suite 200
Fayetteville, AR 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms

thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER:

7.1.1 CITY OF FAYETTEVILLE's or any Federal or State Agency's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor any Federal or State Agency's review, approval or acceptance of, nor payment for any of the services shall 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.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

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

7.3.2 Records under Paragraph 7.3.1 above, 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.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 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 subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant against Contingent Fees

7.4.1 ENGINEER 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 ENGINEER 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.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's 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, 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 ENGINEER 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.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. 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 OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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.

7.6.2 Pursuant to Arkansas Code Ann. § 25-19-105(b)(20), the personal information of CITY OF FAYETTEVILLE water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER's employees as required to fulfill the terms of this Agreement. Upon completion of ENGINEER's contractual duties and after approval of ENGINEER's documents, the ENGINEER agrees to destroy or return to CITY OF FAYETTEVILLE any copies of records containing information about CITY OF FAYETTEVILLE water system customers.

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

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor, Lioneld Jordan

ATTEST:
By:_____
City Clerk

HAWKINS-WEIR ENGINEERS, INC.

By: Brett D. Peters
Brett D. Peters, P.E.

Title: President & CEO

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Exhibit A
Scope of Services
Utility Relocations for I-49/MLK Interchange
Fayetteville, Arkansas
HW Project No. 2022129
December 29, 2022

Further Description of Basic Engineering Services and Related Matters:

Scope

The Utility Relocations for I-49/MLK Interchange project includes the relocation of publicly owned utilities to precede the improvements to Arkansas Highway 62 (MLK) at the crossing of Interstate 49 by the Arkansas Department of Transportation (ARDOT). The project also includes the extension of West 15th Street for an overpass of I-49 with entrance and exit ramps; a cul-de-sac on South Futrall Drive near the intersection of Custer Lane; improvements on Shiloh Drive from West 15th Street to West BlackStone Crossing; and improvements on South Futrall Drive from the proposed West 15th Street overpass to West Old Farmington Road. The widening of MLK spans from South Leflar Way (West of Lowe's Home Improvement) eastward toward the Walmart Optical Lab at 2312 MLK Boulevard. The project includes water distribution and sanitary sewer collection system relocation of approximately 3,600 linear feet of 8-inch water mains, 1,030 linear feet of 10-inch and smaller sanitary sewer mains, 1,500 linear feet of 12-inch water mains, 3,710 linear feet of 12-inch through 15-inch sanitary sewer mains, 6,490 linear feet of 18-inch through 24-inch water mains, 1,590 linear feet of 18-inch through 24-inch sanitary sewer mains, and 325 linear feet of 30-inch water transmission main. The project also includes the relocation or elimination (dependent on the extension of the 15-inch sanitary sewer main) of one sanitary sewer pump station.

TASK 1 – Preliminary Engineering Services

1. **Project Management and Administration – Preliminary Engineering**

   a. Prepare and submit a Certification of Consultant to ARDOT for the project

   b. Attend ARDOT's Pre-Construction Meeting(s) for the highway improvement project on behalf of the Owner. Provide updates and answer questions regarding the relocation of the Owner's facilities

2. **Topographic Surveys**

   a. Utilize ARDOT baseline (with references) along centerline of existing roadway. Set monuments at approximate 500-foot intervals and, if necessary, at intervisible points in between. The monuments and baseline shall not interfere with traffic flow and will not require survey crew to enter traffic flow

   b. Locate all existing structures, streets, driveways, storm drains, utilities, fences, trees, landscaping, and other features within 50 feet of proposed public utility improvements

3. **Assist the Owner in negotiations and preparing documents required to enter into a Highway – Utility Construction/Relocation Agreement with the Arkansas State Highway Commission**

   a. Prepare and submit a Preliminary Engineering (PE) proposal for ARDOT's review in accordance with ARDOT's Utility Accommodation Policy

      i. Review available Record Documents and other information provided by the Owner to determine the extent of the Owner's existing facilities that will potentially be impacted by ARDOT's proposed construction limits and/or rights-of-way

      ii. Based on the information provided by the Owner and the topographic survey, develop preliminary exhibits or drawings required to illustrate the anticipated scope of the Owner's existing facilities that will require relocation

      iii. Based on information provided by the Owner and the topographic survey, develop a preliminary list of the Owner's existing facilities that are anticipated to require relocation to avoid conflict with ARDOT's proposed improvements. This list will include an estimated breakdown of the existing facilities to be relocated by diameter and the estimated length requiring relocation

      iv. Participate in an in-person meeting with the City of Fayetteville to finalize the preliminary list of facilities. A meeting with ARDOT and their CMGC will be scheduled after the preliminary list of facilities is finalized

      v. Prepare a preliminary estimate of the anticipated construction cost based on the identified scope of the Owner's existing facilities to be relocated. Include a separate accounting of any betterments that the Owner chooses to include in the relocation project

      vi. Using ARDOT right-of-way mapping and the location of the Owner's existing facilities from the information provided by the Owner, develop a preliminary reimbursement eligibility ratio. This ratio will provide an accounting of the linear footage of the Owner's existing facilities claimed in private easement to the total linear footage of the Owner's existing facilities to be relocated. Obtain and review title information from Waco Title Company for assessment of easements and ARDOT Right of Way

      vii. Prepare a preliminary schedule for the project including the anticipated dates for starting and completing the relocation design, bidding, and construction, including any consideration for project phasing

   b. Following ARDOT's approval of the PE proposal and subsequent execution of a PE Agreement between the Owner and ARDOT, prepare and submit a Construction Agreement proposal for ARDOT's review in accordance with ARDOT's Utility Accommodation Policy

TASK 2 – Final Design Phase (ARDOT Construction Agreement)

1. **Project Management and Administration**

   a. Prepare correspondence and consultation with Owner

   b. Develop a detailed project schedule that outlines the tasks and major milestone dates for the Final Design Phase (ARDOT Construction Phase)

   c. Prepare a monthly status report for submission with each invoice

2. **Establish Property Lines**

   a. Engineer will obtain ownership information from a Sub-Consultant, WACO Title, for properties along project route including copies of recorded plats, property descriptions for un-platted tracts, legal descriptions pertaining to ARDOT right of way acquisition, and any available easement documents

   b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way, and easements

   c. All surveys and related right-of-way work shall conform to the Arkansas Minimum Standards for Property Boundary Surveys and Plats, Latest Edition

3. **Utility Coordination**

   a. Obtain location and size of existing overhead and underground utilities from the utility companies

   b. Using utility field survey data and atlas mapping, plot existing utilities on plans

   c. Attend meetings with each affected utility company to discuss necessary adjustments or relocations

   d. Perform field locates by using spot digging performed by the Owner

4. **Preliminary Design Phase (50% Design Phase)**

   a. Review available information including Record Drawings and GIS Data from the Owner related to the project

   b. Evaluate possible alternative transmission line alignments in consultation with the Owner

      i. Coordinate proposed route changes with the Owner

   c. Evaluate alternative water transmission line pipe materials for the existing 36-inch pre-stressed concrete cylinder pipe

d. Manage a geotechnical soils investigation by a sub-consultant, GTS, Inc.

e. Prepare preliminary plans (horizontal scale of drawings to be 1-inch equals 20 feet or larger, and vertical scale to be 1-inch equals 5 feet or larger). Cross section scale to be 1-inch equals 10 feet horizontal and 1-inch equals 5 feet vertical or larger including the following information:

   i. Proposed alignments of pipelines and roads
   ii. Existing and proposed surface profiles
   iii. Pipelines, roads, and structures detailed in the profile view
   iv. Buried utility crossing depths shown in profile
   v. Pipeline crossing locations (streams and roads)
   vi. Proposed utility easements and temporary construction easements

f. Prepare exhibit showing anticipated easement acquisitions for the project. Prepare property descriptions and exhibits in a format approved by the Purchasing Department for the Owner's acquisition of utility easements and/or temporary construction easements

g. Prepare 50% Cost Estimate

   i. Develop separate costs for reimbursable expenses, non-reimbursable expenses, and betterments

h. Submit one (1) full-size copy and one (1) PDF copy of the 50% Design Plans, as well as a copy of the Cost Estimate

i. Participate in 50% Design Review Meeting within 30 days following submittal of the 50% Design Documents

5. <u>Pre-Final Design Phase (90% Design Phase)</u>

a. Prepare final design calculations, plans, profiles, details, cross sections, street crossings, traffic detours and other items. Final plans shall incorporate comments from the 50% Design Review Meeting, evaluation data, Record Drawing information, and information obtained during site visits

   i. Prepare construction details which depict all typical items, including but not limited to fire hydrants, valves, and vaults utilizing the City of Fayetteville format and standard detail drawings where applicable
   ii. Prepare traffic control plans in accordance with the MUTCD standards and ARDOT requirements
   iii. Prepare stormwater and erosion control measures on plans. As needed, prepare a Stormwater Pollution Prevention Plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4

iv. Prepare plans identifying existing facilities that are to be removed

b. Prepare final notes on plans to fully describe the construction work to be performed

c. Identify material to be used under the Build America, Buy American Act (BABA) requirements

d. Prepare Specifications and Contract Documents. The City will provide templates for the front-end documents

e. Provide construction bid proposal form in electronic format meeting the City of Fayetteville's requirements

f. Prepare Final Cost Estimate

i. Develop separate costs for reimbursable expenses, non-reimbursable expenses, and betterments
ii. Prepare a Final Reimbursement Eligibility Ratio

g. Perform QA/QC Review of Final Plans

h. Prepare permits (ADEQ STAA, ADEQ Hydrostatic Discharge Permit, ARDOT Utility Permit, and USACE Section 404)

i. Assist the City's Appraiser and Right-of-Way Acquisition Agent

j. Submit one (1) full sized copy and one (1) PDF copy of the 90% Design Plans, as well as a copy of the Final Cost Estimate and Specifications

k. Participate in 90% Design Review Meeting within thirty (30) days following submittal of the 90% Design Documents

6. <u>Final Design Phase (100% Design Phase)</u>

a. Incorporate any QA/QC Review Comments and 90% Design Review Comments

b. Submit a full-size copy, a half-size copy and one (1) PDF copy of the "Issued for Bid" (IFB) Plans, IFB Specifications, and the Final Cost Estimate

c. Submit the Final Plans, Contract Documents, and a Cost Estimate to the Arkansas Department of Health for review and respond to any questions or comments

d. Assist the Owner in transmitting easement documents or an affidavit to ARDOT to substantiate the final reimbursement eligibility ratio

7. **Advertising and Bidding Phase**

   a. Provide one (1) PDF copy of the IFB Plans and Specifications updated with the Owner's project number for use in the Owner's electronic procurement portal, Ion Wave. The Owner will maintain the official list of plan holders

   b. Prepare any necessary addenda for the project

   c. Attend Pre-Bid Conference and Site Visit to assist the Owner in answering questions concerning the project

   d. Participate in the Bid Opening virtually.

   e. Review bids and prepare a recommendation to the Owner for the award of a Construction Contract

   f. Assist in the preparation of Contract Documents for execution between the Owner and Contractor

8. **Construction Phase**

   a. Construction Phase Services are not included in this Scope of Services

9. **General**

   a. The Engineer should anticipate a 30-calendar day review period by the City staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies

   b. The Plans, Specifications and Contract Documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one (1) Construction Contract, unless the decision is made by the Owner during Task 1 to phase the project under multiple Construction Contracts

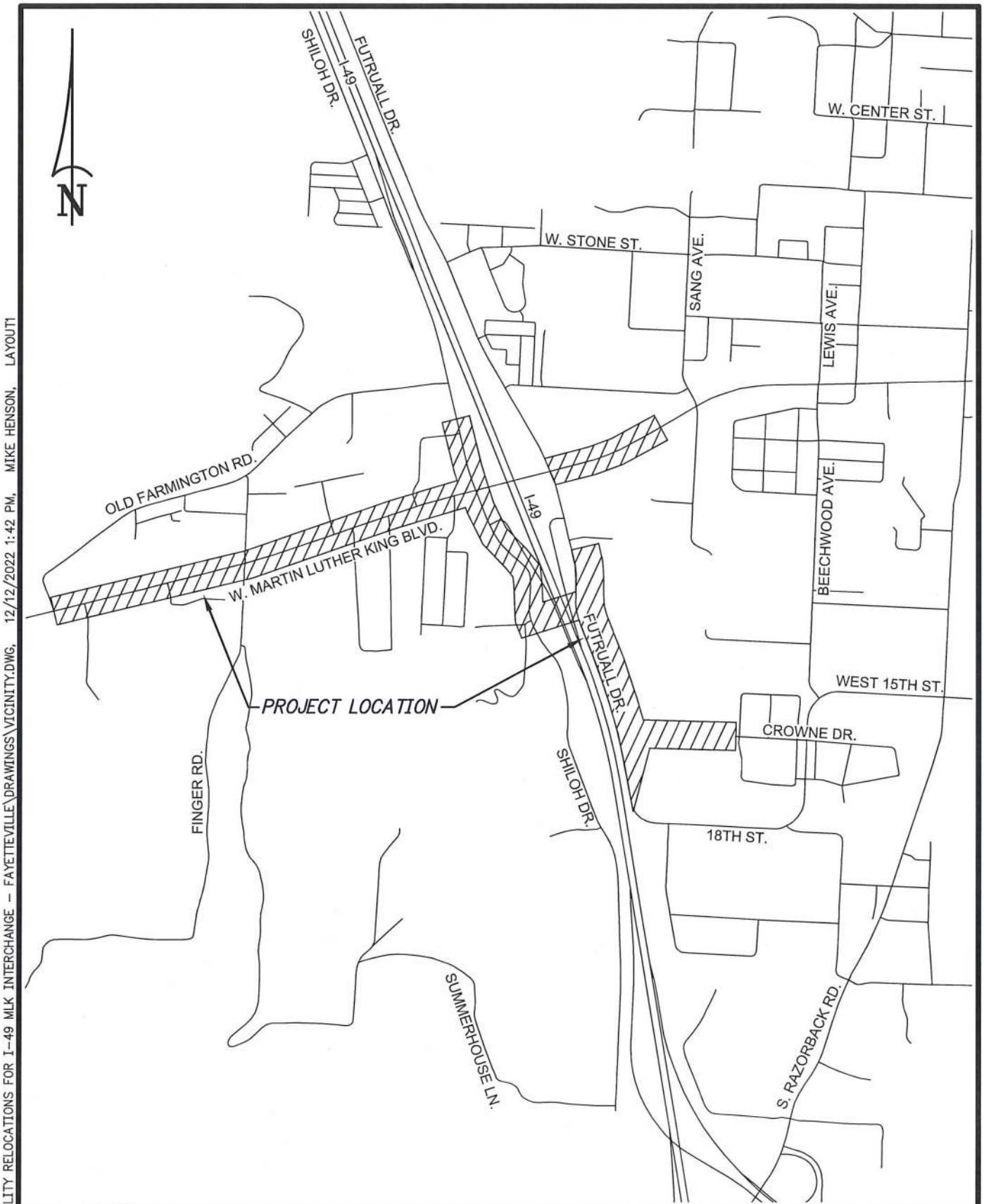
   c. Subcontracting of services by the Engineer shall have prior approval of the Owner

10. **Exclusions to the Scope of Services**

   a. Construction Observation or Administration including submittal review, review or preparation of payment requests, assessment of substantial/final completion, review of Contractor's conformance to construction documents, and preparation of Record Drawings. Any Scope of Services for Construction Phase Services will be considered under a separate Agreement or Amendment to this Agreement

   b. Environmental assessment or evaluation of the site

Attachment A – Project Location Map



Z:\22\2022129 UTILITY RELOCATIONS FOR I-49 MLK INTERCHANGE - FAYETTEVILLE\DRAWINGS\VICINITY.DWG, 12/12/2022 1:42 PM, MIKE HENSON, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

UTILITY RELOCATIONS FOR I-49 / MLK INTERCHANGE

PROJECT LOCATION MAP

FOR: CITY OF FAYETTEVILLE, ARKANSAS

DECEMBER 2022	SCALE: 1"=1200'	2022129

Exhibit B
Scope of Services and Fee Proposal
Utility Relocations for I-49/MLK Interchange
Fayetteville, Arkansas
HW Project No. 2022129
December 29, 2022

CITY OF FAYETTEVILLE ARKANSAS

TASK 1: Preliminary Engineering Services

Utility Relocations for I-49/MLK Interchange

Task Billing Rate (Effective thru 08/12/2023)	Engr VII $220	Engr V $175	Engr II $115	Technician IV $95	GPS Survey $175	Surveyor $125	Tech III $85	Tech II $75	Total Hours	Total Cost
1. Project Management and Administration - Preliminary Engineering	8	80							88	$15,760
a. Prepare and submit a Certification of Consultant to ARDOT for the project		8							8	$1,400
b. Attend ARDOT's Pre-Construction Meeting(s) for the highway improvement project on behalf of the Owner. Provide updates and answer questions regarding the relocation of the Owner's facilities	4	16	16						36	$5,520
2. Topographic Surveys										
a. Utilize ARDOT baseline (with references) along centerline of existing roadway. Set monuments at approximate 500-foot intervals and, if necessary, at intervisible points in between. The monuments and baseline shall not interfere with traffic flow and will not require survey crew to enter traffic flow					40	20			60	$9,500
b. Locate all existing structures, streets, driveways, storm drains, utilities, fences, trees, landscaping, and other features within 50 feet of proposed public utility improvements					400	20	480		900	$113,300
3. Assist the Owner in negotiations and preparing documents required to enter into a Highway – Utility Construction/Relocation Agreement with the Arkansas State Highway Commission	4	8							12	$2,280
a. Prepare and submit a Preliminary Engineering (PE) proposal for ARDOT's review in accordance with ARDOT's Utility Accommodation Policy	4	8							12	$2,280
i. Review available Record Documents and other information provided by the Owner to determine the extent of the Owner's existing facilities that will potentially be impacted by ARDOT's proposed construction limits and/or rights-of-		24	40						64	$8,800
ii. Based on the information provided by the Owner and the topographic survey, develop preliminary exhibits or drawings required to illustrate the anticipated scope of the Owner's existing facilities that will require relocation	2	32	40	40				40	154	$17,440
iii. Based on information provided by the Owner and the topographic survey, develop a preliminary list of the Owner's existing facilities that are anticipated to require relocation to avoid conflict with ARDOT's proposed improvements. This list will include an estimated breakdown of the existing facilities to be relocated by diameter and the estimated length requiring relocation	2	32	40						74	$10,640
iv. Participate in an in-person meeting with the City of Fayetteville to finalize the preliminary list of facilities. A meeting with ARDOT and their CMGC will be scheduled after the preliminary list of facilities is finalized	4	8	8						20	$3,200
v. Prepare a preliminary estimate of the anticipated construction cost based on the identified scope of the Owner's existing facilities to be relocated. Include a separate accounting of any betterments that the Owner chooses to include in the relocation project	2	56	40						98	$14,840
vi. Using ARDOT right-of-way mapping and the location of the Owner's existing facilities from the information provided by the Owner, develop a preliminary reimbursement eligibility ratio. This ratio will provide an accounting of the linear footage of the Owner's existing facilities claimed in private easement to the total linear footage of the Owner's existing facilities to be relocated. Obtain and review title information from the Waco Title Company for assessment of easements and ARDOT Right-of Way	2	24	40						66	$9,240
vii Prepare a preliminary schedule for the project including the anticipated dates for starting and completing the relocation design, bidding, and construction, including any consideration for project phasing	2	16	24						42	$6,000
b. Following ARDOT's approval of PE proposal and subsequent execution of the PE Agreement between the Owner and ARDOT, prepare and submit a Construction Agreement proposal for ARDOT's review in accordance with ARDOT's Utility Accommodation Policy	2	16							18	$3,240
Total Hours	36	328	248	40	440	40	480	40	1652	
Total Cost - Task 1 Preliminary Engineering Services	$7,920	$57,400	$28,520	$3,800	$77,000	$5,000	$40,800	$3,000		$223,440

Reimbursable Expenses

Utility Relocations for I-49/MLK Interchange

Item	Description	Total
a. Outside Services	Title Research (100 Parcels)	$40,000
b. Outside Services	ARKUPS - Utility Locates	$5,000
Total Estimated Reimbursable Expenses		$45,000

Engineering Services Summary

Utility Relocations for I-49/MLK Interchange

TASK 1: Preliminary Engineering Services	$223,440
Reimbursable Expenses	$45,000
Total Engineering Fee - Not to Exceed	**$268,440**

Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 14, 2022 through August 12, 2023[1]

Engineer		
	Engineer VII	$ 220 Per Hour
	Engineer VI	$ 200 Per Hour
	Engineer V	$ 175 Per Hour
	Engineer IV	$ 150 Per Hour
	Engineer III	$ 130 Per Hour
	Engineer II	$ 115 Per Hour
	Engineer I	$ 100 Per Hour
Engineering Technician		
	Designer I	$ 110 Per Hour
	Technician IV	$ 95 Per Hour
	Technician III	$ 85 Per Hour
	Technician II	$ 75 Per Hour
	Technician I	$ 65 Per Hour
Field Technician - Field Inspector		
	Resident Project Representative (RPR)	$ 120 Per Hour
	Construction Manager	$ 100 Per Hour
	Inspector II	$ 85 Per Hour
	Inspector I	$ 75 Per Hour
Field Surveying		
	GPS Survey	$ 175 Per Hour
	Surveyor	$ 125 Per Hour
Administrative		
	Business Manager	$ 85 Per Hour
Expert Witness		
	Preparation	At Engineer's Hourly Rate
	Testimony, less than 1/2 day	$2,000
	Testimony, per Day	$4,000

Expenses **Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract**

Subconsultants/Outside Services

Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising

Travel:	Hotel and meals	Actual Cost
	Vehicle[2]	$0.625 per mile effective 7/1/22
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	$ 0.12 Per Copy
	Letter Copy - Color	$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	$ 3.00 Per Copy
	22 x 34 Size Copy - Color	$12.00 Per Copy
	22 x 34 Size Copy - Color Photo	$25.00 Per Copy
	11 x 17 Size Copy - B&W	$ 1.50 Per Copy
	11 x 17 Size Copy - Color	$ 5.00 Per Copy
	CD Copy	$ 5.00 Per Copy
	Binding	$ 1.00 Each

[1] Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

[2] To be adjusted periodically to current IRS mileage rate.

All Billings are due upon receipt unless prior arrangements for payment have been made.

Project Schedule
Utility Relocations for I-49/MLK Interchange
City of Fayetteville, Arkansas
HW Project No. 2022129
December 29, 2022

Item	Task 1	Completion Date
1.	Fayetteville Water, Sewer and Solid Waste Committee Meeting	January 10, 2023
2.	Fayetteville City Council Approval of the Engineering Services Agreement	January 31, 2023
3.	Receive 50% Storm Drain Plans from ARDOT	February 28, 2023
4.	Submit Preliminary Engineering documents to ARDOT for Review and Approval	May 31, 2023

Item	Task 2	Completion Date
1.	Anticipated Right-of-Way plans completed and received from ARDOT	June 30, 2023
2.	Receive ARDOT Approval of Construction Agreement	June 30, 2023
3.	Receive 60% Roadway Plans from McKim & Creed	August 1, 2023
4.	Deliver 50% Design Plans and a 50% Cost Estimate to the City of Fayetteville for Review	October 31, 2023
5.	Conduct a 50% Design Review Meeting	November 29, 2023
6.	Deliver Property Descriptions and Exhibits for easement acquisition to the City of Fayetteville	January 12, 2024
7.	Deliver 90% Design Plans, Contract Documents, and a 90% Cost Estimate to the City of Fayetteville for Review	February 1, 2024
8.	Conduct a 90% Design Review Meeting	February 29, 2024
9.	Submit ARDOT Utility Permit, USACE Section 404 Permit, and ADEQ STAA Applications	March 14, 2024
10.	Deliver Final Plans, Contract Documents, and a Cost Estimate to the City of Fayetteville	March 28, 2024
11.	Submit Final Plans, Contract Document, Cost Estimate, and Reimbursement Percentage to ARDOT for Review	March 28, 2024
12.	Submit Final Plans, Contract Documents, and a Cost Estimate to the Arkansas Department of Health for Review	March 28, 2024
13.	Receive USACE Section 404 and ADEQ STAA Permits	May 30, 2024
14.	Receive Arkansas Department of Health Approval	May 30, 2024
15.	Anticipated Right-of-Way acquisition completed for entire MLK Corridor by ARDOT	May 30, 2024
16.	Receive ARDOT Approval of Final Plans and ARDOT Utility Permits	May 30, 2024

Project Schedule
Utility Relocations for I-49/MLK Interchange
City of Fayetteville, Arkansas
HW Project No. 2022129
December 29, 2022

Item	Task 2	Completion Date
17.	Complete easement acquisition by the City of Fayetteville	June 7, 2024
18.	Receive City of Fayetteville Purchasing Department Approval	June 9, 2024
19.	First Advertisement	July 14, 2024
20.	Second Advertisement	July 28, 2024
21.	Pre-Bid Conference	August 8, 2024
22.	Issue Final Addendum, if necessary	August 12, 2024
23.	Receive Bids	August 16, 2024
24.	Receive City of Fayetteville Water & Sewer Committee Approval	September 10, 2024
25.	Receive City of Fayetteville City Council Approval	October 1, 2024
26.	Conduct Preconstruction Conference	October 21, 2024
27.	Issue Notice to Proceed	December 2, 2024
28.	Construction Substantially Complete (24 Months)	December 4, 2026
29.	Final Inspection	January 15, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2022

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

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

PRODUCER
BXS Insurance
PO Box 251510
Little Rock AR 72225-

CONTACT NAME: Zach Russenberger
PHONE (A/C, No, Ext): 501-614-1150 **FAX (A/C, No):** 501-614-1450
E-MAIL ADDRESS: zach.russenberger@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED HAWKENG-01
Hawkins-Weir Engineers, Inc.
P.O. Box 648
Van Buren AR 72957

COVERAGES **CERTIFICATE NUMBER:** 826587890 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			38OH038729222	7/11/2022	7/11/2023	Each Claim Limit Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project# 2022129, Utility Relocations for I-49 MLK Interchange

CERTIFICATE HOLDER

City of Fayetteville
113 West Mountain St.
Fayetteville AR 72701

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

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Client#: 242819 HAWKENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2022

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

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

PRODUCER	CONTACT NAME: Trudy Henry	
Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No):
	E-MAIL ADDRESS: ACECCertificates@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company	11000
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957	INSURER B : Hartford Ins Co of the Midwest	37478
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20SBWZM2676	11/01/2022	11/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			20UEGNM6289	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			20SBWZM2676	11/01/2022	11/01/2023	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			20WEGPV0830	11/01/2022	11/01/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

Re: Project# 2022129, Utility Relocations for the I-49 MLK Interchange.
City of Fayetteville, Arkansas is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation where required by written contract.
Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

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

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

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ARKANSAS DEPARTMENT of TRANSPORTATION

Utility: City of Fayetteville, Arkansas

Job 040846 (Utilities)

Consultant Hawkins-Weir Engineers, Inc.

Hwy. 62 Interchange Improvements (F)

City of Fayetteville

Route I-49 Section 28

County Washington

CERTIFICATION OF CONSULTANT

I hereby certify that I am the President and CEO and duly authorized representative of the firm of Hawkins-Weir Engineers, Inc. whose address is 438 East Millsap Road, Suite 200, Fayetteville, Arkansas 72703, and that, except as expressly stated and described herein, neither I nor the firm of Hawkins-Weir Engineers, Inc. has, in connection with its contract for preliminary engineering services with City of Fayetteville, Arkansas entered into pursuant to provisions of an agreement between the aforementioned utility owner and the Arkansas Department of Transportation as a part of Federal Aid Project _____.

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bonafide employee working solely for me or the aforementioned consulting firm to solicit or secure the contract, or
(b) agreed, as an expressed or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or
(c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bonafide employee working solely for me or the aforementioned consulting firm, any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and explanation of exception, if any:)

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, in connection with the aforementioned project involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Brett D. Peters
(Signature)
Brett D. Peters, P.E.

12/28/2022
(Date)

ARKANSAS DEPARTMENT OF TRANSPORTATION
ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director
10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261
Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

October 10, 2022

Mr. Corey Granderson
City of Fayetteville
113 W. Mountain Rd.
Fayetteville, AR 72701

Job 040846 (Utilities)
Hwy. 62 Intchng. Impvts. (F)
Route I-49 Section 28
Washington County

Dear Mr. Granderson:

Your request of September 9, 2022, to have Hawkins-Weir perform the preliminary engineering for your utility facilities on the referenced project is approved.

This approval is your authorization to have the consultant proceed with the sketch and preliminary engineering fee breakdown, as well as the contract for preliminary engineering services with your utility. This information should be submitted to this office for review and approval.

Upon approval of the fee, a Preliminary Engineering Agreement will be prepared by this office and sent to you for signature.

The cost of this service will be reimbursable only to the extent your existing utility facilities required to be adjusted are determined to be eligible.

In order to receive any eligible reimbursement of consultant engineering costs, the preliminary engineering work must not be started until work authorization is given by the Department.

In accordance with requirements for Federal Aid Projects, we are forwarding a “Certification of Consultant” form to your consultant to execute and return to this office.

If further information or assistance from this office is needed, please advise.

Sincerely,

Keith Mashburn
Utility Coordinator
Utilities Section
Right of Way Division

Enclosures
C: Hawkins-Weir W/Attachments
“C” Files

ARKANSAS DEPARTMENT of TRANSPORTATION

Utility: _____ Job _____(Utilities)

Consultant _____ _____

_____

Route _____ Section _____

County _____

CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as expressly stated and described herein, neither I nor the firm of _____ _____ has, in connection with its contract for preliminary engineering services with _____ entered into pursuant to provisions of an agreement between the aforementioned utility owner and the Arkansas Department of Transportation as a part of Federal Aid Project _____.

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bonafide employee working solely for me or the aforementioned consulting firm to solicit or secure the contract, or
(b) agreed, as an expressed or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or
(c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bonafide employee working solely for me or the aforementioned consulting firm, any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and explanation of exception, if any:)

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, in connection with the aforementioned project involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ (Date)

(Signature)

_____

Mashburn, Keith

From: Granderson, Corey <cgranderson@fayetteville-ar.gov>
Sent: Friday, September 9, 2022 9:27 AM
To: Mashburn, Keith
Subject: FW: I-49 & Hwy 62 (MLK Blvd) Interchange Improvement Project

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of ARDOT. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Keith – we had a selection committee meeting yesterday which included selecting an engineer for our utility relocations on this project. A few questions I wanted to run by you:

1. Remind me, when we initially spoke about this I recall you wanted me to hire an engineer and treat this like a normal relocation project VS. trying to partner with ArDOT's CMGC group. Am I correct in this?
    a. Is there an engineer already involved in that regard for plan-preparation?
2. In a week or so I'll have our formal selection results and can send that over to receive your Consultant Approval letter. Let me know if I'm missing any steps here.
3. After this, for the Preliminary Engineering Agreement, I'd like to propose a 2-step process.
    a. I'd like to negotiate an initial smaller contract for the consultant to be involved reviewing the McKim Creed information and better define the consultant's need for hours and scope, maybe even get a feel for reimbursement percentages.
    b. Then I'd like to run an amendment through that increases the fee and scope to get us through construction document prep and bidding.
    c. My reasoning is that on the Hwy 112 project, Hawkins Weir had to estimate their time and effort based on my GIS exhibits of conflicts and it was very granular information. In the end, the project was more complicated and took many more hours than they had originally planned. I believe the 2-step approach can help avoid this.

I called your office and they said you are out today and Monday. I'm happy to jump on a call next week if helpful, just let me know.

Corey

From: Bob Mjoen <RMjoen@mckimcreed.com>
Sent: Friday, August 12, 2022 12:23 PM
To: Granderson, Corey <cgranderson@fayetteville-ar.gov>
Cc: Mashburn, Keith <Keith.Mashburn@ardot.gov>; Fisher, Thomas <Thomas.Fisher@ardot.gov>; Foster, David L (APAC) <David.Foster@apac.com>; Sean Patterson <SPatterson@mckimcreed.com>
Subject: RE: I-49 & Hwy 62 (MLK Blvd) Interchange Improvement Project

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please find the attached PDF documents and KMZ file. I just noticed they were left off of the email.

Thank you,

Bob Mjoen, PE, MBA | SUE Senior Project Manager
T 713.659.0021 **x**1090 | **D** 713.574.1879 | **M** 970.361.8833
9960 West Sam Houston Parkway South, Suite 200, Houston, TX 77099
PE, MBA

RMjoen@mckimcreed.com | www.mckimcreed.com

Voted "Best Firm To Work For" - *Zweig Group*



From: Bob Mjoen
Sent: Friday, August 12, 2022 12:19 PM
To: cgranderson@fayetteville-ar.gov
Cc: Mashburn, Keith <Keith.Mashburn@ardot.gov>; Fisher, Thomas <Thomas.Fisher@ardot.gov>; Foster, David L (APAC) <David.Foster@apac.com>; Sean Patterson <SPatterson@mckimcreed.com>
Subject: RE: I-49 & Hwy 62 (MLK Blvd) Interchange Improvement Project

Mr. Corey Granderson
City of Fayetteville - water & sanitary sewer
Utilities Engineer
113 W. Mountain St.
Fayetteville, AR 72701
Ph. (479) 444-3452

The I-49 at Hwy 62 (MLK Blvd) project has now reached the 30 percent plan status and is currently on schedule to complete the 60 percent plans in April of 2023. A Subsurface Utility Engineering (SUE) investigation has been performed and test holes are currently underway. Please review the attached PDF roll plot files and the KMZ file showing the footprint of the 30 percent design plans overlaying the existing utilities as shown. There are significant changes for the widening of MLK Blvd., a roundabout at 15th street, and some realignments along I-49 showing the utilities in conflict under the proposed roadway alignment.

It is important to begin looking at the utilities and the impact they will have for the relocation. The current schedule for the ArDOT's Construction Management/General Contractor (CMGC) construction project is set to start work mid-2024. To reach this milestone, the utilities will need to prepare relocation plans and be ready to start construction no later than June of 2023. This is a very proactive Design Team and will work together to tie down all roadway alignments, embankment (cut & fill), ditch flow lines, drainage culverts, and bridge foundation layouts prepared by the 60 percent plan completion. Updates will be sent out periodically to assist in the progress of the CMGC design project to assist with meeting the utility relocation design plans for construction.

Utility coordination will be very important to assist in tracking the progress from the ArDOT's Design Team to each utility meeting the relocation completion date. There will be meetings forthcoming soon as we progress to reaching the 60 percent milestone. Please provide your key personnel contact list for utility coordination for the utility relocation design work.

Please reach out to Bob Mjoen from McKim & Creed, Inc. at (970) 361-8833, email is rmjoen@mckimcreed.com or Keith Mashburn from ArDOT at (501) 569-2142, email Keith.Mashburn@ardot.gov for any questions or concerns.

Sincerely,

Bob Mjoen, PE, MBA | SUE Senior Project Manager, PE, MBA
T 713.659.0021 **x**1090 | **D** 713.574.1879 | **M** 970.361.8833
9960 West Sam Houston Parkway South, Suite 200, Houston, TX 77099

RMjoen@mckimcreed.com | www.mckimcreed.com

Voted "Best Firm To Work For" - *Zweig Group*



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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-367

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Parks & Recreation Director

FROM: Ted Jack, Park Planning Superintendent

DATE: January 20, 2023

SUBJECT: **Gulley Park Playground and Splash Pad Improvements (Part 1)**

RECOMMENDATION:
Approval of a Sourcewell public procurement contract with Landscape Structures, Inc for playground and splash pad and related improvements for Gulley Community Park for a contract amount of $734,936.97 and a $80,000 project contingency and to recognize PLD funds, recognize Outdoor Recreation Grant Program funds, and approval of a budget adjustment.

BACKGROUND:
Gulley Community Park is one of the most popular parks in the city. The playground area is aged and in need of replacement. Improvements vetted through the park master planning process include an expanded playground area, small interactive fountain, pavilion and other related improvements. This project was publicly bid in October of 2022 (Bid 22-46) with two bids significantly overbudget. Subsequently the city explored using service community cooperatives, Sourcewell and Omnia, as a means of moving the project forward.

DISCUSSION:
Using the Sourcewell Community Contract, which is a contract designed to pool purchasing power of government units, has proved beneficial and reduced costs. The terms of the Sourcewell contract require breaking the project into two contracts for the two main vendors providing the equipment. ACS Playground Adventures will serve as the assembly and installation trade on the project for both parts. This Part 1 Agenda packet is primarily for the playground equipment and interactive fountain work to be done by Landscape Structures. Part 2 is for the pavilion and shade structures. Approval of this contract and the contract for the pavilion are required to move the project forward. Not all work planned is able to be done with the Sourcewell Contract and some items such as the bag toss area, connecting walks, a sitting area, landscaping and irrigation will be done through a separate bid package to complete the project.

BUDGET/STAFF IMPACT:
The total cost of Part 1 and 2 is $1,329,996.07. The Arkansas Department of Parks, Heritage, and Tourism, Outdoor Recreation Grant Program (Resolution 60-22) is providing $220,000 of the funding for this project (including Part 2). The remaining funding comes from $722,325.00 in HMR and $387,671.07 in Park Land Dedication.

Account	Project	Amount

2250-520-9256-5806.00	13001.1803	$213,807.00
2250-520-9255-5806.00	13001.1803	$521,129.97
Total PO		$734,936.97

ATTACHMENTS: 2023-367 SRF Gulley Park splash pad playground, Signed LSI Agreement, 2023-367 BA Gulley Park splash pad & playground, Appendix A - Sourcewell Contract 012621-PPC, Appendix B - LSI Proposal, Appendix C Gulley Project Manual P1 LSI, Appendix C Drawings, Appendix D Gulley Work Areas Diagram Sourcewell, Appendix E Gulley Work Clarification, Appendix F Gulley Poligon Schedule of Values

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

File #: 2023-367

Gulley Park Playground and Splash Pad Improvements (Part 1)

A RESOLUTION TO AUTHORIZE A CONTRACT WITH LANDSCAPE STRUCTURES, INC. IN THE AMOUNT OF $734,936.97, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR PLAYGROUND, SPLASH PAD, AND RELATED IMPROVEMENTS AT GULLEY COMMUNITY PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $80,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract with Landscape Structures, Inc., a copy of which is attached to this Resolution, in the amount of $734,936.97, pursuant to a Sourcewell cooperative purchasing agreement, for playground, splash pad and related improvements at Gulley Community Park, and further approves a project contingency in the amount of $80,000.00.

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

City of Fayetteville Staff Review Form

2023-367

Item ID

Feburary 7, 2023

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

Ted Jack	1/19/2023	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a Sourcewell public procurement contract with Landscape Structures, Inc for playground and splash pad and related improvements for Gulley Community Park for a contract amount of $734,936.97 and a $80,000 project contingency and to recognize PLD funds, recognize Outdoor Recreation Grant Program funds, and approval of a budget adjustment.

Budget Impact:

2250.520.9255-5806.00 2250.520.9256-5806.00	Parks Development
Account Number	Fund
13001.1803	Community Park Improvements - Gulley Park Splash Pad & Playground
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,079,578.13
		Expenses (Actual+Encum)	$	459,131.12
		Available Budget	$	**1,620,447.01**
Does item have a direct cost?	Yes	Item Cost	$	814,936.97
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	607,671.00
		Remaining Budget	$	**1,413,181.04**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: This is part 1 (2023-367 and 2023-368 items are two parts of one). Note the project contingency amounts in parts 1 and 2 are for both projects. The BA in Part 1 is for both parts.

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contractor: Landscape Structures, Inc.

Contract Name/Title: **Construction – Gulley Park Improvements**

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and Landscape Structures, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall compete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The project includes, but not limited to, expansion of the playground, new pavilion, interactive fountain, play areas, walks, landscaping, boulder work, lighting, drainage, sitting walls, safety surfacing, and other improvements as indicated in the construction documents.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Landscape Architects and Engineers employed by the City of Fayetteville, Arkansas. The Landscape Architect/Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Landscape Architect/Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within **330** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **30** calendar days after the substantial completion date.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, the City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the remainder of the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices in the Proposal which is hereto attached, as well as the

Schedule of Values (Appendix F), for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications. The Schedule of Values is included to allocate costs between Contractors for their relative portion of the Work.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Landscape Architect / Engineer, on or about the same day each month during construction. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Landscape Architect / Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage).

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Landscape Architect / Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Appendices and other related data identified in the Contract Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Contractor or a major sub of the contractor shall be experienced in playground construction and be a Certified Playground Safety Inspector (CPSI) or employ a CPSI. Contractor shall insure that the playground construction and playground equipment is installed and constructed to meet relevant playground standards including but not limited to the most up to-date versions of ASTM F-1487, ASTM F-2223, F-2373, IPEMA, and the most up to-date version of the CPSC Public Playground Safety Handbook.

E. Contractor has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Landscape Architect / Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

F. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, and subsurface) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

G. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the

Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

H. Contractor is aware of the general nature of work, if any, to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

I. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

J. Contractor has given Landscape Architect/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Landscape Architect/Engineer is acceptable to Contractor.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Contractor's Proposal.

   c. Documentation submitted by Contractor prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions if any.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with sheets bearing the following general title:

   Gulley Park Playground and Splash Pad Improvements or Construction – Gulley Park Improvements

8. Appendices A through F.

   - Appendix A – Sourcewell Contract 012621-PPC

- Appendix B – Proposal Dated January 18, 2023
- Appendix C – Project Manual and Drawings titled Gulley Park Playground and Splash Pad Improvements, including updated sheets C6 Rev and C7 Rev.
- Appendix D – Work Areas Diagram – Sourcewell Contracts
- Appendix E – Work Clarification Information for Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts
- Appendix F – Schedule of Values

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

B. Precedence of Controlling Documents: In the event of any conflict between the terms of these Contract Documents, the terms contained in this Agreement shall take precedence, followed by the terms of Appendix A, then Appendix C, then Appendix D, then Appendix B. In matters of construction and playground installation work the construction drawings and project manual shall take precedence over other written documents.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be

assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS:

A. All Dumpsters shall be procured from City of Fayetteville. Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

B. Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived. There shall be no burning of any materials and no blasting of any kind.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Landscape Architect / Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Landscape Architect / Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR Landscape Structures Inc.	CITY OF FAYETTEVILLE _____
Fred Caslavka	
By: Fred Caslavka	By: _____
Title: CFO	Title: _____
(SEAL)	(SEAL)
Witness _____	Attest _____
Address for giving notices	Address for giving notices
601 7th Street S	
Delano, MN 55328	
License No. 0339480523	(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)
Agent for Service of process	
Fred Caslavka	
(If Contractor is a corporation, attach evidence of authority to sign.)	

END OF DOCUMENT 00500

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	PARKS & RECREATION (520)	
	Requestor: Ted Jack	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Create budget for two Sourcewell contracts totaling $1,329,996.07 plus $114,400 in contingency for the Gulley Park Splash Pad & Playground project.
$387,671 - NE quadrant Parkland Dedication funds
$220,000 - Outdoor Recreation Grant Program
$535,236 - other 13001 subprojects
$301,490 - currently in project

COUNCIL DATE: 2/7/2023
ITEM ID#: **2023-367**

Holly Black
1/19/2023 7:39 AM

Budget Division Date

TYPE: **D - (City Council)**
JOURNAL #:
GLDATE: **2/7/2023**
CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2023117

TOTAL	607,671	607,671				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2250.520.9256-4419.01	-	387,671	13001	1803	RE	Greenspace Fees - NE
2250.520.9256-5806.00	387,671	-	13001	1803	EX	Improvements - Park
2250.520.9255-4302.00	-	220,000	13001	1803	RE	State Grants - Capital
2250.520.9255-5806.00	220,000	-	13001	1803	EX	Improvements - Park
2250.520.9255-5806.00	535,236	-	13001	1803	EX	Improvements - Park
2250.520.9255-5806.00	(522,452)	-	13001	1	EX	Improvements - Park
2250.520.9255-5806.00	(12,784)	-	13001	7503.1000	EX	Improvements - Park
2250.520.9256-5806.00	(114,400)	-	13001	1803	EX	Improvements - Park
2250.520.9256-5911.99	114,400	-	13001	1803	EX	Contingency - Capital Project
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

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Sourcewell

Solicitation Number: RFP #012621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PorterCorp, 4240 N. 136th Ave., Holland, MI 49424 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 5, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	PorterCorp
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Ben Judy 2BB5979B9BB8496...
By: _____	By: _____
Jeremy Schwartz	Ben Judy
Title: Director of Operations & Procurement/CPO	Title: Director of Sales & Marketing
Date: 3/3/2021 | 2:13 PM CST	Date: 3/3/2021 | 11:39 AM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 3/4/2021 | 8:58 AM CST

RFP 012621 - Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services

Vendor Details

Company Name:	PorterCorp
Does your company conduct business under any other name? If yes, please state:	Conduct business under the brands Poligon and CEAS+
Address:	4240 N. 136th Ave Holland, MI 49424
Contact:	Ben Judy
Email:	ben.judy@portercorp.com
Phone:	616-405-5272
Fax:	616-399-9123
HST#:	

Submission Details

Created On:	Tuesday December 01, 2020 07:26:00
Submitted On:	Monday January 25, 2021 18:38:06
Submitted By:	Ben Judy
Email:	ben.judy@portercorp.com
Transaction #:	29d76721-31ca-43cb-b73d-84abc9026b9a
Submitter's IP Address:	165.225.61.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PorterCorp	*
2	Proposer Address:	4240 N. 136th Ave Holland, MI 49424	*
3	Proposer website address:	www.portercorp.com www.poligon.com www.ceasplus.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David D'Amico - Inside Sales Manager 4240 N. 136th Ave., Holland, MI 49424 616-888-3532 david.damico@portercorp.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PorterCorp has been manufacturing shelters since 1964 and was the original manufacturer to provide an easy to assemble, bolt together shelter that eliminates bird nesting and exposed anchor bolts. The Poligon brand is the leader in shelter manufacturing and is the most specified product throughout the United States and Canada. PorterCorp (the parent company) is owned by Playcore that believes in passionately providing dynamic play and recreation opportunities through innovative design, empowered employees, and dedicated customer support with over 25,000 installations and 38 sales representatives. Poligon is a brand of PorterCorp, the most specified shelter manufacturer in steel, wood and fabric. CEAS+ is a new brand created by PorterCorp 5 years ago targeting the architectural and commercial markets. Both brands sell and market open air steel structures and are part of this RFP. Our 145 employees are dedicated in manufacturing the highest quality of open-air structures that are done right, on time and exceed customer's expectations. PorterCorp business philosophy: When a park is created, so too is a community's image. These spaces become destinations, landmarks, and visual calling cards for years to come. Successful park development addresses many considerations to create a functional and inviting locale that gives communities a place to relax, play, make memories, and take pride in. Each site calls out for its own shapes, colors, and design. Park structures can be designed to follow along with surrounding architecture or lead the way with a bold direction of their own. Examples of both aesthetics can be seen in our catalog. As you browse through it, we hope it assists you in creating the ideal park setting for your community. Just as each site is distinctive, there are no "stock" buildings at PorterCorp. Each building is made one-at-a-time to customers' requirements. Customers select shapes, colors, ornamentation, roofing and special features. Computerized and automated manufacturing techniques speed this process up, while keeping costs and the price down. Since 1964, we at PorterCorp have been committed to providing a better way to create individually tailored parks, schools, churches and others that communities can be proud of. For today and for future generations, we do our best to make customers proud to not just have a 'shelter', but to have chosen a Poligon. PorterCorp's mission statement and guiding principles: Our Mission is to profitably grow our business by passionately providing dynamic play and recreation opportunities through innovative designs, empowered employees, and dedicated customer service. Guiding Principles: 1) We must provide top quality as perceived by the customer. We will provide superior service with emphasis on our intangibles, fasted by extraordinary responsiveness. 2) We must pursue fast paced innovation. To assure us of this, we will invest in application-oriented small starts and will encourage pilot runs. 3) We will create a corporate capacity for innovation. We will need to incorporate creative swiping (not invented but reinvented here). We must use word-of-mouth marketing and support committed champions. 4) Fast failures: if it doesn't meet our objectives or our quantitative innovations goals, we must move on and take what we learned and apply it to the next pilot. 5) We must pursue self-managed teams – involve everyone in everything. 6) We must listen/celebrate/recognize. We must create and maintain greatness by training and retaining in a systematic, structured manner. 7) We must lead by empowering our team members. We must pay attention – listen, listen, and then prescribe the solution. 8) Evaluate everyone on their love of change. Create a sense of urgency – do it right, do it right now. 9) We must measure what's important, revisit the chief control tools, and decentralize information, authority, and strategic planning. 10) We must demand total integrity and know that we each must earn the right to be part of the team each day. Delighting the Customer
8	What are your company's expectations in the event of an award?	PorterCorp became an awarded member in October of 2010. Our sales and distribution teams have used this as a major sales tool for over 10 years and have seen our sales increase steadily since the contract award. We have built a partnership in cooperative purchasing our company has not seen before. We believe with us working together we can continue to increase the purchases made by Sourcewell members for continued growth and success. We look forward in continuing to educate and train eligible Sourcewell members and our PorterCorp Team the benefits of cooperative purchasing and Sourcewell.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As of January 2021, PorterCorp has been in business for 57 years. During that time, we have grown our core business, by creating new products building the most recognizable brand in the shelter industry and have grown through acquisitions and new brands. For the past 25 years, we have produced positive operating income without exception. (reference document in financial strengths and stability folder)	*
10	What is your US market share for the solutions that you are proposing?	Poligon currently estimates our US market share between 47%-55%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Poligon currently estimates our Canadian market share between 57%-62%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	PorterCorp has never been petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PorterCorp is a manufacture of open-air structures and structural insulated panels. Poligon has been selling through its exclusive rep/dealer channel in the park and recreation and educational markets since 1976. Many of our dealers are family business who have been representing Poligon for 2 or 3 generations. Our dealers are the most established, competent, loyal, customer service driven team in the industry. Poligon is the premier brand in open air structures allowing us to align ourselves with the premier dealers. Our CEAS+ brand is also marketed through a separate dealer network and is presently represented by 14 dealers within the U.S. and Canada. All PorterCorp's reps and dealers are independently owned and operated. In addition to the sales and service force PorterCorp provides, our reps and dealers are considered an extension of our company. We work closely together to provide exceptional service to all Sourcewell members. The reps/dealers play in important roll in providing project management, customer service and installation services in order to provide a total turnkey solution for any open-air structure. 90% of PorterCorp's dealers are also selling playground equipment and other park related products (Playpower, Landscape Structures, Sof Surfaces, Rain Drop, etc.) held by a Sourcewell contract making them more valuable to Sourcewell members.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Certifications: AISC Building Fabricator valid through 7/31/21 (see certifications folder) PCI 4000 through 9/21/2021 (see certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certification or license be required that we do not possess in house, we utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). (See Buy America certification letter in certifications folder) Professional 6 SIGMA Black Belt on Staff. Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (See documents in certifications folder)	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PorterCorp has not been the subject of any suspensions or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	- PCI 4000: Powder Coating Institute - AISC: American Institute of Steel Construction - Community Build initiative with NRPA: 3 of the last 5 years Poligon has participated in NRPA's community build project. See additional info and testimonial: - The City of Orlando would like to express our sincere gratitude for your donations to help us make Grand Avenue Park a wonderful addition to our community. We produced a video for the NRPA conference to highlight the park. The video was shared by NRPA on its conference page, but I wanted to share the link again with you. https://spaces.hightail.com/receive/v37HcgDqnQ/fi-4cf68c39-9c35-412d-8fd5-88e4c6342bcf/fv-10a218f6-7b3a-47f9-bd77-951230b91304/Grand%20Ave%20Improvements%20Video%20v2.mp4 Thanks so much for all you're doing for us. Ken Pelham, Landscape Architect, RLA, LEED-AP City of Orlando Families, Parks, & Recreation Department	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 75% Poligon's current national sales are to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Approximately 6% Poligon's current national sales are to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any other cooperative purchasing contracts besides Sourcewell. We feel holding one contract allows our dealer network and inside sales team to focus on a single program to properly market and communicate the details for such program in an effective manner. We feel it is in our customers best interest to support a cooperative purchasing contract operated by a government entity that adheres to legal criteria of a bid contract and is widely accepted across multiple government and nonprofit platforms.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any GSA contracts nor does it hold any Standing offers and Supply Arrangements (SOSA).	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Mateo Foster City SD	Bob Price	650-312-7499	*
Palm Springs USD	Seandee Jackson	760-883-2710	*
Onondaga County	Beverly Chapman	315-435-3474	*
Town of Greece	Peter O'Brien	585-720-2934	
City of Murray	Kim Sorensen	801-264-2614	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Murray	Government	Utah - UT	Materials Only	$206,000	$1,029,000	*
Palm Springs USD	Education	California - CA	Materials Only	$77,000	$1,080,000	*
Bellflower USD	Education	California - CA	Materials Only	$49,000	$485,000	*
McFarland USD	Education	California - CA	Materials Only	$390,000	$390,000	*
City of Sterling	Government	Illinois - IL	Materials Only	$320,000	$320,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PorterCorps direct sales force is made up of the following: - 1 Director of Sales & Marketing: Overseeing sales management and marketing for all open-air structure brands, including the management of all Poligon reps and outside sales activities. - 1 Inside Sales Manager: Manages Inside Sales team working on all presale activity for CEAS and Poligon (quotes, drawings, product questions, coordinating customer meetings). - 2 Inside Sales Personnel: Working directly with Poligon reps and dealers assisting with all presale activity (quotes, drawings, product questions, coordinating customer meetings). - 4 Business Development Managers: Working in the field with CEAS and Poligon reps/dealers to acquire new business and customers by establishment of a sales pipeline. Also includes the requirement to grow and retain existing customers by presenting new solutions and services to clients. - In addition, we have an extensive dealer/rep network noted in question 24.	*
24	Dealer network or other distribution methods.	PorterCorp has 38 Poligon dealers/reps (see Rep Listing Poligon in additional docs folder) across North America including Alaska, Hawaii and Canada. These geographic regions are serviced exclusively by these Poligon representatives. For additional market coverage a new brand was created called CEAS+ to market open air steel structures to the architect and commercial channel. The CEAS brand is serviced by 14 independent dealers (see Rep Listing CEAS in additional docs folder) and 4 direct Business Development Managers who are employed by PorterCorp. CEAS is the only shelter manufacture exclusively serving the architect market. PorterCorp has the most extensive, well trained and rep organization in the shelter market. 90% of PorterCorp's rep groups sell a playground line which holds a Sourcewell contract. This is vitally important to have a group well trained in cooperative purchasing and Sourcewell making it easier to combine multiple products all under one contract….Sourcewell.	*
25	Service force.	PorterCorp has over 50 service personnel used to assist customers and dealers to Delight all our customers and Sourcewell members. The group is made up of accounting, engineering, drafting, order processing inside sales, outside sales installation support and customer service. Specifically, we have 3 dedicated employees in installation support to assist customer during installation and to resolve any installation concerns that arise. These Team Members are factory trained and specialize in the understanding of how our open-air structures are manufactured and installed and are well skilled in problem resolution. 3 FEQ are in the Order Processing Team to service customers post PO placement. Rest of the team is made up of accounting, design, engineering support staff to provide service to customers.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PorterCorp (including CEAS and Poligon brands) have over 300 dealers and direct personnel dedicated to customer service in North America. We believe customer service starts with our first contact and does not end even after the product is installed. Our experienced sales team will ensure the customer is well educated on the product they are purchasing. Once the order is entered our Oder Processing Team (OPT) project manages the order making sure we communicate deliverables (drawings, engineering manufacturing) as well as updating the customer on any additional requirements needed (down payment, credit app, colors, submittal approval, samples, electrical cutouts, etc.). Generally, first point of contact for any issue is our sales representatives and dealer to understand the project scope and issue in question. For installation or warranty related concerns, these are handled in the following manner: 1. Poligon representative may be familiar with the issue and will handle themselves or get a proper response from the factory as required. 2. Customer Service issues relating specifically to installation or quality are directed immediately to the PorterCorp Quality Team. The quality members are always available and have smart phones for access beyond the normal hours of 8-5. Response times are within 24 hours, if one person is out or occupied the back-up person is available for handling of the issue. All conversations are documented with date, time, conversation and action item required. NCM (Nonconformance material report) is initiated and entire customer issue is tracked in its entirety throughout the process until it is closed. PorterCorp has 8 structural engineers. If an engineering letter is required or a building inspector needs an on-site answer PorterCorp can provide response times usually less than 24hrs to resolve the matter in a quick and professional manner. 3. All drawings are kept in electronic format, issues are diagnosed quickly and efficiently if there is a field question. 3D CAD modeling is used to recreate the entire structure and to see what the customer is seeing. Each part is labeled and etched for proper identification. NCM report generated by our Quality Department for any customer issue/concern/contact that occurs. (see NCM form in additional docs folder). Root cause analysis is done for each NCW by the PorterCorp quality department. The length of time to process issues will depend on the complexity of problem and customer response time.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	PorterCorp is authorized to sell products and provide services in all 50 states and Canada. We will be able to fully serve all geographic areas through the proposed contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Canada is an important part of our current business and is an area we want to continue to grow in years to come. We currently have a well-established sales, marketing, distribution and customer service program and process to service the Canadian market. We have a well informed and educated Team in Canada that can service all provinces. Everything that we provide to customers in the U.S. we provide currently to Canada. This includes pricing, product offering, marketing, ability to move freight easily across the border, handle any import duties/taxes and provide a turnkey program all the way through installation. Our dealers are well versed in moving product across the border, handling duties, converting marketing literature to French and providing installation for a total turnkey solution. We have yet to see significant purchasing requests from cooperative purchasing in Canada, however we do have a willingness and ability to pursue this market in the future given the right tools and support from Sourcewell. Should the opportunity present itself and PorterCorp receives an award we are prepared to develop a pricing programming for Canada based on an exchange rate formula and any applicable duties and taxes.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PorterCorp will be able to fully serve all Sourcewell members in all geographic areas through the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Sourcewell members in all geographic areas will be fully served by our proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None, we can distribute, ship, and service to all members in Hawaii, Alaska and in all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Sourcewell brand identification on all our websites on home page that include: Steel, Fabric, Wood and CEAS. Website home page identifies our affiliation with Sourcewell (see attachment Poligon home page in marketing folder). - Dedicated web page to Sourcewell, including contact info to Sourcewell, direct links to Sourcewell, video links, etc. (see attachment Sourcewell page in marketing folder). - Sourcewell brand identification on all published printed marketing materials, catalogs, brochures, etc. (see attachment Fabric and Farmers market brochure in marketing folder). - Specific marketing PDF document for all brands promoting the benefits of cooperative purchasing and Sourcewell. (see attachment Sourcewell Awarded contract CEAS/Poligon in marketing folder). - All trade show events we fly the Sourcewell flag and have trained personnel to discuss the contract and cooperative purchasing. (see attachment CASH show in marketing folder). - PorterCorp attend H2O, have not missed an event for past 11 years. - PorterCorp personnel and their dealers attend GTKU events held in their specific regions. - PorterCorp personnel and their dealers attend Sourcewell University events held in their specific regions. - Include Sourcewell brand identification on all printed advertising materials in trade publications. (see attachment LASN Poligon in marketing folder). - Promote and provide educational training to our dealer network with quarterly distribution of our Rep Reporter. (see attachment RepReporter in marketing folder). - New rep training events at PorterCorp held twice per year. Allocating time in the agenda to train to reps and dealers regarding cooperative purchasing and Sourcewell. - Annual award given during National Sales meeting by Sourcewell contract manager that recognizes the dealer with most sales using the Sourcewell contract. - Over the years we have conducted virtual training events in partnership with Sourcewell to our rep and dealer base.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	- Easy to navigate product listing on the website for customers to view specific models by application, including standard, modified or custom shelters. - Flickr photo link for customers and dealers to access a complete photo library. https://www.flickr.com/photos/144374304@N03/albums - Complete offering is shown on the home page to direct the customer to specific shade needs, fabric, wood, or steel. - Website login customers to download an E-1 drawings (schematic drawings) in a variety of formats to place in their project plan. All standard buildings are available for download. - If a customer does not know what building they need you can go into a specific market segment (parks, schools, urban/government, aquatic centers) on the website to find shelter product made for that specific segment. - Poligon uses a web-based pricing system (configurator) that can provide immediate pricing to Sourcewell members for all standard and modified products representing 70% of the total business sales. - We monitor and update our Facebook page. https://www.facebook.com/PoligonStructures/ - Metadata from our website drives a lot of our new product development and key word development for websites and architectural platforms. - PorterCorp is launching a new dealer portal in 2021 with Salesforce that integrates with our ERP and pricing configurator to provide a more robust market, sales and process driven system enhancing the customer experience.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	PorterCorp anticipates that Sourcewell will continue to promote PorterCorp products, services to their members through their website, social media, trade shows, and publications. The leads we currently get from these platforms are reliable and are quickly acted upon. We expect Sourcewell to continue to support our sales teams by answering questions from members regarding Sourcewell, the cooperative purchase process and other legal information. Having worked with Sourcewell and their Contract Managers I have found them helpful, easily accessible, prompt in response time and overall willingness to help the government, nonprofit agency and contract holder. We want Sourcewell to continue to promote their contracts through local and state government legislation. Much like Sourcewell, we strive to be the preferred quality solution provider for open air structures. Creating an environment that showcases PorterCorp and our product/service offering is highly important to current members' confidence in purchasing off our contract, as well as future members that we seek to bring into the cooperative. Over the last 10 years PorterCorp has successfully integrated Sourcewell into our sales process which is evident by our growth and longevity with Sourcewell. We have done this through a commitment from our entire organization which is followed by training, prompt service, education, marketing support and continued communication with Sourcewell. We look forward in continuing to educate the PorterCorp Team and eligible members on the benefits of Sourcewell.	*

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Poligon's custom design and engineered to order shade and shelter products and services they are not available through a e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Poligon offers a 1-day Installer Certification program for installation companies to complete. Upon course completion Poligon certifies that individual/company use best practices when installing a Poligon shelter. This is important to Sourcewell members knowing they have access in contracting with a Certified Installer assuring our products are installed in accordance to the manufacture's specifications. Training is optional and the course has a minimal fee of $50 per person (which includes lunch, training materials, certificate, and a Certified Installer outerwear. (see Certified Installer requirement application in certificates folder) Under the PorterCorp brands we offer 3 AIA and ASLA approved HSW CEU courses. These courses can be taken online, virtually or conducted in person by PorterCorp personnel or it's dealers. The training is optional and there is now cost to the certification.	*
37	Describe any technological advances that your proposed products or services offer.	- PorterCorp has an online pricing system that can quickly price all catalog products literally in seconds. It can also provide the corresponding building code and can quickly adjust pricing to adjust for wind load, snow load, building height, paint finish roof types, etc. - Poli-5000 paint finishing system (see Poli-5000 specs in additional docs folder).The most durable paint finish in the shelter market. We also offer other unique finishes not normally available in our market (Antiquity finish, powder coat over galv). - All CNC programed equipment based off a CAD model, eliminating the chance for mfg. errors. - Relatively new ERP system to better manage process, projects, scheduling, mfg., reporting, order entry, quality, maintenance, etc. Phase two for integration with customer experience planned mid-year 2021. - New 3D rendering software that converts a Solidworks model to a realistic open-air structure that can be placed into a site photo giving the customer a realistic representation of our structure on their site. - All schematic and engineering drawings use 3D Solidworks software allowing customers to see their design in a 3D colored model as well as having the ability to easily convert it to multiple file formats. By leveraging our consultative approach with our engineering/design and sales teams we strive to create product solutions that meet the needs of our customers, and continually bring many new product offerings and modifications to the market. Every year our new products and innovation team meet and introduce new ideas. This allows us to enter new market segments as well as making our product easier to install, which in turn creates a lower installed solution for Sourcewell members.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	PorterCorp is committed with its leadership and actions to protect the environment with the implementation of programs, manufacturing of sustainable guidelines. We focus on minimizing the emissions to air, water and land through programs that reduce pollution that harm the environment while conserving energy. - Installed LED efficient technology lighting throughout the office and manufacturing plant. - On site waste management in the office and manufacturing which includes recycling of scrap materials (steel, foam, paper) and other packaging materials. - Baler in plant for recycling of cardboard, - Non reusable electronic components are recycled though a certified recycling center. - Use of a powder coating paint finishing system producing 0 VOC emissions and is more environmentally friendly than liquid paint, e coat primer and zinc rich primer systems. - PorterCorp is a manufacture of SIP panels used in the construction of zero energy homes - Reclaim 100% of powder from prime coat booth and reuse. - Published dealer listing of recycle centers where customer can dispose of fabric tops. (see fabric recycle centers in additional docs folder) (See LEED doc in certifications folder)	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Certifications: AISC Building Fabricator valid through 7/31/21 (see document in certifications folder) PCI 4000 through 9/21/2021 (see document in certifications folder) LEED (Leadership in Energy and Environmental Design) is a national standard developed by the United States Green Building Council to certify sustainable buildings. LEED buildings can help save energy, conserve resources, protect occupant health, and improve owners bottom lines. PorterCorp products can assist a member's project in meeting LEED certification in the following areas: PorterCorp has a LEED AP professional on staff. Sustainable Sites, Alternative Transportation Bicycle Storage, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Material and Resources Credit, Construction Waste Management, 1-3 credits Material and Resources Credit, Recycled Content, 1-3 credits Indoor Environmental Quality, Environmental Tobacco Smoke (ETS) Control Prerequisite 2, required. (See LEED document for further specifics in certifications folder) Ability to sell product that meet following criteria (Buy America and Buy American).(See Buy America certification letter in certifications folder)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PorterCorp does not have any WMBE or veteran owned business certifications. When specifically required on a job, we make every effort to hire local qualified WMBE subcontractors. In addition, we do have many dealers that meet this requirement and our goods and services can be sourced through them in order to meet any minority owned business certifications. Current known WBE territories include: New England, NC, SC, IL, WI, IN, TX, UT.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Poligon by PorterCorp open air structures provide a custom designed, engineered to order product to your specific site, that is stamped by an engineer for your specific state, to a specific building code from foundation to the steel frame to roof deck. The metal frame and finish come with a 10-year warranty utilizing PorterCorp's in house Poli-5000 powder coat paint system. The metal roofing is supported with a 20-year material and finish warranty. The fabric is supported with a 10-year performance and color warranty. We support a process that we refer to as DEFI, we DEFI conventional construction by offering Sourcewell members open air structures that we: D (Design): Provide design assistance that is free to the member. We can literally take a napkin sketch and develop a full 3D rendering of the customers vision. E – (Engineer): With a host of engineers on staff we not only provide fully stamped drawings and calculations for a specific site, but we can also engineer the footing. By having in house engineers, this affords us the opportunity to have constructive programming calls direct with customer to discuss their specific project details, specifications, soil conditions and any other outlying attribute that may affect the performance on our structure to a specific site location. During the engineering and design phase we also provide dynamic pricing as the project evolves, which is an efficient way of keeping everyone informed and to keep the project within budget. F - (Fabricate): PorterCorp design includes a prefabricated kit of primarily steel tube knocked down that can then be easily assembled on site per Poligon's details and instructions. Fabrication uses architectural welds, AESS standard, tube steel to eliminate bird nesting, Poli-5000 powder coat, hidden fasteners, all under AISC steel certification guidelines. I – (Install) – Project specific installation drawings and easy bolt together members allow for fast and efficient installation. Poligon also provides in house installation and engineering support after shipment should it be required. Installation services provided by our dealer/rep network. PorterCorp's strength truly lies in the breadth of talent and expertise of our staff. Aside from the certifications listed, our team also consists of licensed professional engineers, certified public accountants, master's degree recipients and US patent holders. With a dedicated sales force with years of experience, partnered with a professional design team, the largest most professional engineering team in the industry we bring a unique skill set to the industry that can create specialized solutions like no other company.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

42	Do your warranties cover all products, parts, and labor?	We stand behind and warranty all PorterCorp products, for 10 years+ from the date of shipment. All PorterCorp products are covered in accordance to our warranty documents as shown in attached for a minimum of 10 years or more depending on pass through warranties as provided. We will review every situation that may occur and work with our representative, customer and installer to come to an equitable solution all parties can agree to and resolve any potential issue or concern. Our longevity in the business and the respect our customers have for our products is a testament to how we resolve matters and take care of customers. We provide a single point of contact with our Installation Support Team to receive the warranty claim, report progress on the solution, and ensure resolution. This approach ensures accountability and an efficient resolution of any warranty issue that may arise. In the end, a warranty document is only as good as the company standing behind it and those that do will be successful, as we have for over 57 years. In addition, PorterCorp will cover labor, equipment rental and parts in situations that warrant such a claim. (Refer to warranty document in warranty folder)	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	PorterCorp's products do not impose usage restrictions. Any other Limitations are noted within our terms and conditions document. (see terms and conditions doc in warranty folder)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Current technology allows for most issues to be quickly and efficiently resolved over the phone with pictures and email. With all our manufacturing documents on CAD, we can easily identify any manufacturing error that may have occurred. In the extreme situations when it is applicable, PorterCorp at their own discretion may elect to disburse someone from its installation support team to the job site. If deemed to be a warranty issue PorterCorp will cover this expense and if not, then the customer may be liable. In the end our goal is to make sure we have a satisfied customer who will buy from us again. (Refer to warranty document in warranty folder)	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	PorterCorp can provide warranty service and technical support to all areas in North America. We also serve areas should our products go overseas to military or government installations. Due to the extensive quality control measures PorterCorp has instituted (part labeling, computer-controlled part mfg.) we are able to recreate field issues along with the use of cameras and technology. Very rarely is it ever required to send a member to the field, but if the situation should warrant dispensing a technician we will. What is more important, is the process for handling these matters. PorterCorp has a dedicated installation support team of 3 members that all are connected with cell phones/computers and are available and trained specifically on our products and installation methods. They react quickly to resolve whatever matter the customer is having while installing our product. They are also backed up with a Team of 8 engineers who can immediately evaluate the situation and write engineering letters in order to accommodate a building inspectors' requirement. Having all these disciplines available on site at the manufacture is key to quickly resolving any issue that may arise.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items not manufactured specifically by PorterCorp (metal roof, galvanized finish, fabric, shingles) are passed through warranties by the original equipment manufacturer. PorterCorp's installation support team will handle any discussion and additional questions regarding all warranties even if they are passed through from the OEM. (Refer to warranty documents in warranty folder)	*
47	What are your proposed exchange and return programs and policies?	Each Poligon shelter is custom designed and engineered to order for a specific site with columns being secured to a concrete footing. Exchange and return programs are not available unless it pertains to a warranty situation. These are handled by our installation support team and are quickly resolved to the satisfaction of the customer. For additional policies and terms see document. (see terms and conditions document in warranty folder)	*
48	Describe any service contract options for the items included in your proposal.	Due to the high quality of our product and finish a service contract is generally not required in the steel shelter industry. With a 10 warranty on frame and finish and a 30 year on the roof material once you install a Poligon shelter very little service is required. Some of the Poligon dealers do offer service contracts for other areas of their business and if such a contract is required, we suggest the Sourcewell member contact the Poligon dealer. The limited amount of maintenance may include cleaning the steel members and roof which is generally handled by customers maintenance departments. (see Powdercoat Care and Maintenance document in Warranty folder)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	PorterCorps payment terms are net 30 days. A service charge of 1.5% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due. Additionally, PorterCorp reserves the right to negotiate any additional terms and conditions proposed by the Buyer. (See attached terms and conditions document in additional doc folder)	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PorterCorp has partnered with NCL Government Capitol to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Poligon and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	- Members work directly with PorterCorps reps/dealer and Inside Sales Team to establish open-air structure design, pricing, specifications and attributes. - Terms and purchase options using Sourcewell are presented to the customers outlining the benefits of cooperative purchasing. - PO received indicating Sourcewell contract number and member id. Poligon order form completed by dealer/rep along with PO (see Poligon order form in additional docs folder). - PorterCorp Order Processing Team (OPT) enters the order into ERP system and identifies the order as Sourcewell. OPT has the ownership of managing the project. Since all documents are stored in our ERP system, we can produce accurate and timely reports. For more information regarding our reporting process refer to question 60 of this RFP. Pricing is verified along with member # and contract #. - Any missing criteria (colors, down payment, credit app, etc.) are requested for submission. Information must be received before order scheduling. - Sale order acknowledgment created and communicated to the Sourcewell member. Acknowledgment identifies it being a Sourcewell order along with estimated ship range, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - At the end of each quarter sales are compiled based on shipments to Sourcewell members and communicated to Sourcewell within the first two days in the new quarter. Information is communicated using the provided Sourcewell Sales Reporting template. (see admin fee form in pricing folder) - Sourcewell orders are processed by the PorterCorp dealer or directly to PorterCorp. Most orders are processed directly to PorterCorp, however if the customer has a preference then we will accommodate that request. Based on past performance 90% of the orders are processed directly by PorterCorp. Dealer processed orders are usually a result of additional park and rec related equipment being purchased and the member wanting to issue one PO. - If installation is part of the overall purchase, then PorterCorp prefers to do billing in order to properly process the paperwork and document the sale to Sourcewell. We can and have been flexible regarding the order process based on a customer's interpretation of the contract documents.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	PorterCorp currently accepts P-card procurement cards. An additional fee of 3% for purchases over $10,000 will be applied when using a P-card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposal utilizes line item pricing for a wide range of products. Each product or service line is featured on a dedicated page in the pricing spreadsheet. We are supplying a total of 3 pricelists. One for Poligon open air structures, one for CEAS+ open air structures and one that combines the two for the purpose of this submission. PorterCorp open-air structures provide a custom designed, engineered to order shelter offering. The RFP line item pricing accounts for the most common shelter designs based on standard structural loading across the U.S and Canada. The RFP indicates MSRP, the discounted Sourcewell member price along with yellow highlighted items indicating “hot list” pricing. Pricing document includes additional options (cupola, ornamentation, cutouts) at a discounted net price. Building weight shown to properly calculate freight pricing using the freight calculator on page 8. The proposed price is considered to be a ceiling price. The line item pricing included in this proposal should not be considered complete and exhaustive due to the nature of each project being unique and custom to meet specific site requirements. Building codes, wind loads, snow loads, seismic conditions, design considerations are all contributing factors that affect price. PorterCorp does allow for MSRP discounts on design build engineered to order structures (custom) or modified buildings. Discount noted on the first page of the pricing document.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from MSRP varies based on net price list submission, hotlist pricing, custom and modified structures. Price discounts range from 8% to 23%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	To encourage volume purchases PorterCorp will offer the following volume discounts: - $100K-$200K: 1% - $201K-$300K: 2% - Above $301K: 3%	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	PorterCorp will work with the Sourcewell member regarding pricing and delivery of any open market item and/or nonstandard option that is requested. In addition, PorterCorp has had experience in providing other products (not related to open air structures) in accordance to the Sourced Goods Provision as called out in the Sourcewell contract. This may include any other related items that may be associated with the park and recreation market. Any item falling within this category will be passed through at cost.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	PorterCorp is a custom designed, engineered to order open air structure system, pricing is based per our RFP. Our philosophy is to provide a “total acquisition cost” pricing package for all “core” products allowing members the ability to purchase custom designed and manufactured open air structures for their specific site. This will include a total cost of the product, design, engineering, shipping, and installation of the product to the member’s desired location. A turnkey shelter package is provided for the entire structure which can be provided by PorterCorp and the local representative. Nonstandard pass through items can be made to members at cost, which include: engineering, concrete footings/flat work, freight, tax (if applicable), and any other site work required. PorterCrop provides electrical cutouts and access points within their structure, but does not provide electrical service and installation, this needs to be contracted directly with an electrical contractor.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are identified as a separate line item in the price list. Page 8 of the pricing document we indicate a cost-based pricing module where a customer can immediately calculate freight costs based on the most popular standard products. Cost based pricing is determined by the geographic location and product weight to determine the actual freight cost. All custom products will be priced at our freight cost based on the weight and cube of the structure.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	PorterCorp provides freight coordination and pricing to mainland ports in the U.S only. Our dealers are well versed in getting material across the border and shipping by container to an offshore location and can handle the logistics and pricing from a US destination. Any container packing, freight, duties, etc. from a mainland port (I.e. Long Beach, CA) are additional to those provided in the PorterCorp pricing document.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the distribution volume of product, PorterCorp will ship only on dedicated flat bed trailers direct to any job site in the continental U.S. This allows customers to receive more predictable delivery times and the freight arrives as it left the factory by not having to cross dock material at multiple freight terminals. An important part of freight shipments to job sites, is freight coordination. PorterCorp's dedicated logistics team initiates contact with the customer 2-3 times prior to shipment confirming shipping details, arrival dates, site readiness and any other delivery concerns the customer may have.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	see pricing in pricing folder.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of the Sourcewell contract. The following steps are conducted: - All orders purchased under the Sourcewell contract must have the current contract number and organization member number indicated on the PO. - The dealer for the customer must complete an incoming order form and include a current PorterCorp quotation. - The Order Processing Supervisor at PorterCorp will verify the pricing and make sure it coordinates with the contractual agreement of the Sourcewell contract. This includes proper that discounts are accounted for and other established criteria are met. - All information is entered into our ERP/Epicor order management system for tracking. - The sales order acknowledgment will identify it as being a Sourcewell order. Under the product description are the words Sourcewell along with other items that include: delivery timelines, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - All orders are queried from Epicor each quarter and reported per quarterly submission document. (see admin form in pricing folder) Quarterly submission completed by PorterCorp Credit Manager. - PorterCorp is AISC certified and per the AISC guidelines there is a very extensive order entry and tracking system that must be adhered to which includes a comprehensive review of every order making sure it meets all guidelines established. - Invoice documents for projects and corresponding PO's are available for review any time upon request. - PorterCorp has been reporting documents quarterly for over 10 years and our quality and timeliness of our submissions over this period should speak for itself.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	PorterCorp proposes a 2% administrative fee calculated as a percentage of the building sales price and building installation services (if provided). The 2% would be applied to the full contract amount less taxes, engineering, concrete and freight. The 2% admin fee to be made payable to Sourcewell quarterly on all sales secured during said quarter. Previous quarter sales would be reported to Sourcewell by the 5th of the following quarter in a format much like the attached sample report. (see admin fee form in pricing folder) Note this 2% is a cost to PorterCorp and is not identified in any documentation, except for internal accounting documents.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	PorterCorp is the leader in the design, engineering, and manufacturing of open-air structures. From the initial idea to completed installation, our streamlined process makes creating the perfect structure for your site, easy and efficient. PorterCorp offers endless options to suit your site-specific requirements along with the best precision cut components and reliable engineered construction. Every structure is protected with our Poli-5000 powder coat providing many years of superior durability. The PorterCorp proposal will incorporate the following items for open air structures: - Extensive listing of standard shaped steel shelter and sizes open-air structure. (Reference Poligon catalog in additional docs folder). - Extensive offering of additional accessories (ornamentation, cupolas. electrical cutout, integrated benches, solar kits, column shapes, medallions, etc.). Accessories allow members to modify a standard structure. (Reference Poligon catalog in additional docs folder). - Ability to offer any custom size and shape open air structure Sourcewell members have in mind. This may include all steel, fabric top, all wood, or combination steel columns glulam top. (reference Poligon idea book showing examples in additional docs folder) - Extensive offering of steel frame with fabric top made of HDPE fabric or vinyl fabric open air structure. (reference Poligon Fabric catalog in additional docs folder) - Extensive offering of wood frame (glulam) open-air structure. This may also include a combination of steel columns and glulam upper frame. (reference Poligon wood catalog in additional docs folder) - Extensive offering of steel frame custom open-air structures designed for the commercial and architectural markets. (reference CEAS+ catalog in additional docs folder) - Installation, footings and site work for entire offering. - Shipping direct to installation site. - Stamped engineering for specific state and location to meet all building code requirements. - Finance option is proposed through NCL Government Capital - Complete design service for any standard or custom open-air structure as a no charge service to Sourcewell members. - Installation support expertise during product installation. - Provide shade studies based on sun movement. - Engineered footing design with or without a soil test. Under open air structures we market a complete offering of Steel structures, wood structures and fabric structures. The structures are marketed under two Brands, Poligon targeting the landscape architect and Park and Recreation, and CEAS+ targeting commercial and institutional applications specified by architects.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Open air steel frame and steel roof/shingle/polycarbonate roof structures - Trellis - Portals - Open air steel frame and fabric roof structures - Open air wood frame and steel/shingle roof structures - Integrated benches and bike racks with steel frame structure - Kiosks - Sun shelters - Privacy shelters	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Open air structures	(•) Yes ( ) No	All types of open air structures (pavilions, gazebos, shelters, bandshells, amphitheaters, walkway covers, shade structures, kiosks, transit shelters, dugouts, trellis', entrance canopies, portals, DSA shelters, farmers market structures, picnic shelters, bleacher covers, sun shelters, crossing) made of steel, wood or fabric shade.	*
67	Accessory or utility buildings	(•) Yes ( ) No	Privacy shelters (portable toilet enclosure), PorterCorp structures quite often are used to provide the frame and roof for accessory and utility buildings. Walls and utilities are done by others.	*
68	Services related to the solutions above	(•) Yes ( ) No	Complementary installation and site work, design build services	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly metrics as well as quarterly metrics are tracked based on Sourcewell sales in relation to total sales so we can measure, track and evaluate a KPI to determine our success and growth of the contract and Sourcewell member purchases. Additional KPI's are tracked including Sourcewell sales as a percentage of total sales. Aside from tracking sales and opportunities, we hold a companywide competition on the dealer selling the most by volume annually using the Sourcewell contract. Leader board stats are distributed with the highest selling rep being celebrated at our annual sales meeting during NRPA. This has become a tradition at Poligon, with our Contract Administrator presenting the crystal award while exchanging ideas with the Poligon dealer base.	*
70	Describe the methods or techniques that impact the durability or longevity of your product.	- All welds are ground to better accept powder coat enhancing overall paint performance while providing an architectural look to the finish product. - All Zinc plated or galvanized fasteners used for improved corrosion resistance. - Use galvalume or aluminum material for all cover plates and parts that require sheet metal to reduce rusting. - Steel shot blast machine that removes all weld splatter and flash rust to near white condition. - Use a Super Durable TGIC powder vs std TGIC. - Factory staining of T&G. - Powder coat the heads of any exposed fasteners. - PorterCorp breaks all steel sharp edges with a grinder to better accept powder coat. - All plates are CNC processed providing improved accuracy and improved acceptance of welds. - Steel gutters and down spouts provided that can be powder coated to match the frame color. - Ability to galvanize steel as well as galvanize and apply a powder coat finish. This is a unique process and used in extremely corrosive environments. - PCI 4000 certification for the Powder Coating Institute. - Most detailed and comprehensive CSI specification in the industry supporting our quality, certification and performance spec. (See attachment in additional docs folder) - All parts are packed with foam, wood and cardboard. Each part is treated as a "Class A" surface to make certain when parts arrive without any damage. In addition, because we use dedicated flat bed carriers only our products are on the trucks. This makes sure our products arrive on time and in the same condition as when they left the factory. - All standing seam is factory notched to simply installation and provides a clean and uniform appearance.	*

71	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	- PorterCorp engineers and stamps all our drawings and verify they meet the local building code and requirements. - PorterCorp has their own linear conveyor powder coat line with steel shot blast. This allows for fast turnaround, lower cost and improved quality - Tube laser CNC programmed off a CAD model. - Automated Peddinghouse dual axis CNC drilling and cutting machine. - Certified welders as well as 3 certified LA County quality control inspectors. - All connections utilize hidden fasteners. - 2 Full time quality control personnel. - All parts are labeled, and part numbers etched in steel of facilitate part identification and correlation to instruction sheet. - Flatbed laser to cut our own medallions and ornamentation. - Poli-5000 is our unique powder coat finish system providing the most durable finish system in the open-air structure industry. Refer to specs and supporting documentation (Poli-5000 specs in additional docs folder) - Provide DSA (Division of State Architect) approved PC structures for the state of CA. - Cooling tunnel for steel member after being painted. - Use tube steel to eliminate bird nesting and hide electrical wiring.	*
72	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	Certifications: AISC Building Fabricator valid through 7/31/21 (certifications folder) PCI 4000 through 9/21/2021 (certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certifications or licenses be required that we do not possess in house, we will utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). See example of Buy America certification letter. Professional 6 SIGMA Black Belt on Staff. Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (see certifications folder)	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	
		None	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ben Judy, Director of Sales & Marketing, PorterCorp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Fri January 15 2021 10:28 AM	☑	1
Addendum 4_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Thu January 14 2021 10:10 AM	☑	2
Addendum 3_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Tue December 22 2020 04:01 PM	☑	1
Addendum 2_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Thu December 10 2020 02:58 PM	☑	1
Addendum 1_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Fri December 4 2020 03:46 PM	☑	1

Sourcewell
Awarded Contract

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

Propo

January 18, 2023
DATE

CONTACT: Amanda Beilfuss
ORGANIZATION: City of Fayetteville, Purchasing Division
EMAIL: abeilfuss@fayetteville-ar.gov
PHONE: T 479.575.8220
FAX: F 479.575.8257

SHIP TO: Gulley Park
1850 East Township Street
Fayetteville, AR 72073

BILL TO: Invoice will be emailed to email address above
unless another email address or mailing address is provided

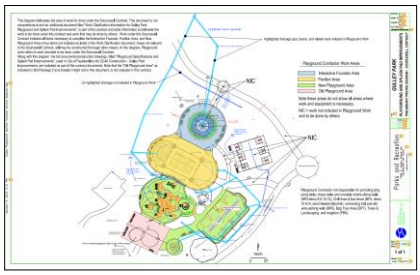
Destination: Fayetteville AR 72703
F.O.B.

Contract Agreement Terms
TERMS (Subject To Credit Approval By ACS)

To Be Communicated Prior to Contract
Current Schedule

Equipment Pricing Good for 60 days
All Other Pricing Good for 60 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

ITEM NO.	VENDOR	DESCRIPTION	SCOPE	UNIT	QTY	UNIT PRICE		TOTAL COST
			Project Name: Gulley Park Playground and Splash Pad Improvements					
	Aquatix	Interactive Fountain	**Interactive Fountain Area (Blue Area per Diagram)** Landscape Structures / Aquatix Splash Pad Including Delivery, Install, and Taxes Spray Nozzles (Stainless Steel Arch Jets & Stainless Steel Stream Jets) Aquatix Mechanical Components Step Pad Activator Control Panel - Sequencing Drain Box Distribution Manifold - Sequencing Underground Mechanical Vault Enclosures Engineered Stamped Design and Construction Drawings Freight Bonds	LS	1	$ 229,410.80		$ 229,410.80
	LSI	New Playground Area	**New Playground Area (Green Area per Diagram)** Landscape Structures Including Install Delivery, Install, and Taxes Tower We Saw We Go Round Oodle Swings Spinner Nook Bonds Protective Pour in Place Bonded Rubber Mulch Surfacing	LS	1	$ 505,526.17		$ 505,526.17
			 *Quoted with Sourcewell Agreement* *Landscape Structures Contract #010521-LSI*					
			Notes: *Taxes are including on all deliverables excluding labor. If items are amended from the Poligon or LSI State Contract Proposal then prices are subject to change.* **Exclusions Unless Agreed Upon** Sleeve Material, Offsite Utility Connections, RPZ, Testing, Landscaping, and Site Restoration					

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.
ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS MAY BE CHARGED BACK TO THE CUSTOMER. SALES TAXES ARE INCLUDED ON THIS FORM
ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

		Total Weight	
		SUBTOTAL MATERIAL	$ 734,936.97
ACCEPTED BY CUSTOMER	DATE		
		TOTAL	**$ 734,936.97**
PRINT NAME Rob Green | 479-305-5050 | robg@acsplay.com	1/18/2023		
PROPOSED BY ACS REPRESENTATIVE	DATE		

City of Fayetteville
Engineering Division
125 West Mountain Street
Fayetteville, Arkansas 72701

PROJECT MANUAL

FOR

Gulley Park Playground and Splash Pad Improvements – Sourcewell Contracts

(For LSI and Poligon for Playground, Splash Pad, and Pavilion Improvements)

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 10424
MATTHEW D. CASEY

Appendix C – Project Manual
January 17, 2023

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Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts

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Note some documents listed are not relevant to Sourcewell Contracts and not included in these specifications.

DOCUMENT 00200 – INSTRUCTIONS:

1.01 DEFINED TERMS:

A. Terms used in these Instructions and which are defined in the GENERAL CONDITIONS, have the meanings assigned to them in the GENERAL CONDITIONS.

B. Contract Documents shall include the following:

1. Contract Forms:
   a. Agreement Between Owner and Contractor.
   b. Performance Bond.
   c. Labor and Material Payment Bond.
   d. List of Subcontractors
   e. List of Manufacturers
2. Contract Conditions:
   a. General Conditions.
   b. Supplementary Conditions.
3. Specifications.
4. Drawings.
5. Appendices.
   - Appendix A – Sourcewell Contract 012621-PPC
   - Appendix B – Proposal Dated January 11, 2023
   - Appendix C – Project Manual and Drawings titled Gulley Park Playground and Splash Pad Improvements, including updated sheets C30-A, C6 Rev and C7 Rev.
   - Appendix D – Work Areas Diagram – Sourcewell Contracts
   - Appendix E – Work Clarification Information for Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts
   - Appendix F – Schedule of Values

1.02 QUALIFICATION OF CONTRACTOR:

A. For Federal-Aid Projects, Contractors are not required to be licensed in the State of Arkansas at the time a Proposal is submitted. A Contractor's license must be secured before contracts are executed.

B. For all other projects, Contractor shall be licensed as a contractor in the State of Arkansas and shall provide their license number in its Proposal.

1.03 LABOR-RELATED REGULATIONS:

A. Pursuant to Arkansas Code Annotated 22-9-203, the City of Fayetteville encourages all qualified 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.

END OF DOCUMENT 00200

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for **Construction – Gulley Park Improvements.**

Contractor certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value

NOTE: This form must be submitted in accordance with the Instructions.

Contractor's Signature

END OF DOCUMENT 00430

DOCUMENT 00440 – LIST OF MANUFACTURERS

In compliance with the Instructions and other Contract Documents, the undersigned submits the following names of Manufacturers to be used in performing the Work for **Construction – Gulley Park Improvements**.

Contractor shall list manufacturers of playground equipment and Interactive Fountain/ Splash Pad equipment. Contractor certifies that all Manufacturers listed are eligible to manufacture equipment meeting the specifications for the Work. Only equipment specified in the construction documents or approved by addendum are approved for use in this project.

	Manufacturer	Equipment
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: This form must be submitted in accordance with the Instructions.

_____

Contractor's Signature

END OF DOCUMENT 00440

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contractor: Porter Corp. d/b/a Poligon

Contract Name/Title: **Construction – Gulley Park Improvements**

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and _____.(hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall compete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The project includes, but not limited to, expansion of the playground, new pavilion, interactive fountain, play areas, walks, landscaping, boulder work, lighting, drainage, sitting walls, safety surfacing, and other improvements as indicated in the construction documents.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Landscape Architects and Engineers employed by the City of Fayetteville, Arkansas. The Landscape Architect/Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Landscape Architect/Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within **330** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **30** calendar days after the substantial completion date.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, the City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the remainder of the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices in the Proposal which is hereto attached, as well as the

Schedule of Values (Appendix F), for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications. The Schedule of Values is included to allocate costs between Contractors for their relative portion of the Work.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Landscape Architect / Engineer, on or about the same day each month during construction. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Landscape Architect / Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage).

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Landscape Architect / Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Appendices and other related data identified in the Contract Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Contractor or a major sub of the contractor shall be experienced in playground construction and be a Certified Playground Safety Inspector (CPSI) or employ a CPSI. Contractor shall insure that the playground construction and playground equipment is installed and constructed to meet relevant playground standards including but not limited to the most up to-date versions of ASTM F-1487, ASTM F-2223, F-2373, IPEMA, and the most up to-date version of the CPSC Public Playground Safety Handbook.

E. Contractor has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Landscape Architect / Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

F. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, and subsurface) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

G. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the

Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

H. Contractor is aware of the general nature of work, if any, to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

I. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

J. Contractor has given Landscape Architect/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Landscape Architect/Engineer is acceptable to Contractor.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Contractor's Proposal.

   c. Documentation submitted by Contractor prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions if any.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with sheets bearing the following general title:

   Gulley Park Playground and Splash Pad Improvements or
   Construction – Gulley Park Improvements

8. Appendices A through F.

   - Appendix A – Sourcewell Contract 012621-PPC

- Appendix B – Proposal Dated January 18, 2023
- Appendix C – Project Manual and Drawings titled Gulley Park Playground and Splash Pad Improvements, including updated sheets C6 Rev and C7 Rev.
- Appendix D – Work Areas Diagram – Sourcewell Contracts
- Appendix E – Work Clarification Information for Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts
- Appendix F – Schedule of Values

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

B. Precedence of Controlling Documents: In the event of any conflict between the terms of these Contract Documents, the terms contained in this Agreement shall take precedence, followed by the terms of Appendix A, then Appendix C, then Appendix D, then Appendix B. In matters of construction and playground installation work the construction drawings and project manual shall take precedence over other written documents.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be

assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS:

A. All Dumpsters shall be procured from City of Fayetteville. Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

B. Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived. There shall be no burning of any materials and no blasting of any kind.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Landscape Architect / Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Landscape Architect / Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR _____	CITY OF FAYETTEVILLE _____
_____	_____
By: _____	By: _____
Title:_____	Title: _____
(SEAL)	(SEAL)
Witness _____	Attest _____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
License No. _____	(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)
Agent for Service of process	
_____	
(If Contractor is a corporation, attach evidence of authority to sign.)	

END OF DOCUMENT 00500

DOCUMENT 00550 – NOTICE TO PROCEED

TO: Contractor Name (Contractor)
Address
Address

CONTRACT NAME/TITLE: Construction – Gulley Park Improvements
Contract No: 22-____ Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on (Month Day, Year) _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement Between Owner and Contractor, the date(s) of Substantial Completion for the work is _____ and final completion ready for final payment is _____.

Before you may start any work at the Site, the General Conditions provide that you must deliver to the owner certificates of insurance, which is required to be purchased and maintained in accordance with the Contract Documents.

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.

Dated this _____ day of _____, 20___.

OWNER

_____

By _____

Title_____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

_____

By _____

Title_____

Date _____, 20_____

END OF DOCUMENT 00550

DOCUMENT 00610 – PERFORMANCE BOND:

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of _____ Dollars ($_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **Construction – Gulley Park Improvements** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.
Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

A. Complete the Contract in accordance with its terms and conditions, or

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____ 20____.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT

_____

_____

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

COUNTERSIGNED:

State of Arkansas

_____

By _____

_____

(CORPORATE SEAL)

Approved as to Form:

_____

_____

Attorney for _____

END OF DOCUMENT 00610

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND:

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of_____Dollars ($_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20___, entered into a contract with Owner for **Construction – Gulley Park Improvements** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 20___.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

SURETY COUNTERSIGNED:

State of Arkansas

_____ _____

By _____ By _____

_____ _____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

END OF DOCUMENT 00611

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This document is based upon Engineers Joint Contract Documents Committee "Standard General Conditions of the Construction Contract," with modifications.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 CONTRACT DOCUMENTS:

A. The Contract Documents establish the rights and obligations of the parties and shall consist of the documents listed in DOCUMENT 00500, AGREEMENT.

B. Reports and drawings of subsurface and physical conditions and approved Submittals by Contractor are not Contract Documents.

C. Only printed or hard copies of items listed in subparagraph 1.01A are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.

1.02 DEFINITIONS:

A. Wherever used in these General Conditions or elsewhere in the Contract Documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:

1. "Agreement" - the written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
2. "Application for Payment" - the form acceptable to Landscape Architect/Engineer which is to be used by Contractor during the course of the Work in requesting progress and final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
3. "Change Order" - a written document signed by Owner and Landscape Architect/Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after execution of the Agreement.
4. "Contract Drawings" - drawings and other data designated as Contract Drawings prepared by Landscape Architect/Engineer for this Contract which show the character and scope of the Work to be performed and are referred to in the Contract Documents.
5. "Contract Price" - the total monies payable to Contractor under the Contract Documents as stated in the Agreement.
6. "Contract Times" - the number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Landscape Architect/Engineer's written recommendations of final payment.
7. "Contractor" - the person, firm or corporation with whom Owner has entered into the Agreement.
8. "Date of Contract", "Effective Date of the Agreement" - the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
9. "Engineer" or "Landscape Architect" – Landscape architect, engineer, or other licensed professional who is either employed by the owner or has

contracted with Owner to serve in a design capacity and whose consultants, members, partners, employees, or agents have prepared and sealed the Drawings and Specifications.

10. "Engineer's Consultant" - an individual or entity having a contract with Engineer or Owner to furnish services as Landscape Architect/Engineer's independent professional associate or with respect to the Project.
11. "Equipment" - a product with operational or nonoperational parts, whether motorized or manually operated, that may require service connections, such as wiring or piping.
12. "Field Order" - a written order issued by Landscape Architect/Engineer which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
13. "General Requirements" - Sections of DIVISION 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
14. "Hazardous Waste" - the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
15. "Law" - law of the place of the Project which shall govern the performance hereunder.
16. "Laws and Regulations," "Laws or Regulations" - laws, rules, regulations, ordinances, codes and/or orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. "Lien" - charges, security interests, or encumbrances on Project funds, real property, or personal property.
18. "Materials" - products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
19. "Notice to Proceed" - the written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligation under the Contract Documents. Tree protection fencing and erosion controls may be installed before "Notice to Proceed".
20. "Owner" - the City of Fayetteville, Arkansas, a constitutionally chartered municipal corporation , with which the Contractor has entered into the Agreement and for whom the Work is to be provided.
21. "Partial Utilization" - placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of all the Work.
22. "Project" - the total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
23. "Project Manual" - The bound documentary information prepared for constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
24. "Punch List" –is a document created in the final stages of a construction project at or near substantial completion, to provide a list of items that must be addressed before construction is considered complete and payment is issued. The list is prepared by the Engineer/Landscape Architect and values

established for completion of items on the list. The list is not considered to be inclusive of all items that may need corrective work or completion as some items may be missed or unable to be reviewed.

25. "Resident Project Representative" - the authorized representative of Landscape Architect/Engineer who is assigned to the construction Site or any part thereof.
26. "Reference Drawings" - drawings not specifically prepared for, nor a part of, this Contract, but which contain information pertinent to the Work.
27. "Samples" - physical examples of Equipment, Materials, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
28. "Shop Drawings" - all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
29. "Site" - lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
30. "Specifications" - those portions of the Contract Documents consisting of written technical descriptions of the Work, and covering the Equipment, Materials, workmanship, and certain administrative details applicable thereto.
31. "Subcontractor" - an individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
32. "Submittals" - all Shop Drawings, product data, and samples which are prepared by Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by Contractor to Landscape Architect/Engineer as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.
33. "Substantial Completion" - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer/Landscape Architect as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it was intended.
34. "Supplementary Conditions" – part of the Contract Documents which amends and/or supplements these General Conditions.
35. "Supplier" - a manufacturer, fabricator, supplier, distributor, material man, or vendor.
36. "Underground Facilities" - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, fountain equipment, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

37. "Unit Price Work" - Work to be paid on the basis of Unit Prices.
38. "Work" - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, the furnishing of Bonds and insurance, furnishing labor, and furnishing and incorporating Materials and Equipment into the construction, all as required by the Contract Documents.
39. "Work Change Directive" - a written directive to Contractor, issued on or after the effective Date of the Agreement and signed by Owner and recommended by Landscape Architect/Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Article 4 or to emergencies under Paragraph 6.13. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Paragraph 10.01B.
40. "Written Amendment" - a written amendment to the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement, and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.
41. This contract is named "Construction – Gulley Park Improvements". It is also referred to in the drawings and specifications as "Gulley Park Playground and Splash Pad Improvements" and these titles are interchangeable.
    a. Splash Pad and Interactive Fountain may be used interchangeably.

1.03 TERMINOLOGY:

A. Whenever used in these General Conditions or elsewhere in the Contract Documents, the following terminology shall have the intent and meaning specified below:
    1. The words "as indicated" refer to the Drawings and "as specified" refer to the remaining Contract Documents.
    2. The terms "responsible" or "responsibility" mean that the party to which the term applies shall assume all responsibilities thereto.
    3. The term "approve", when used in response to Submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Landscape Architect/Engineer's responsibilities and duties or specified in these General Conditions. In no case will "approval" by Engineer or Landscape Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
    4. When applied to Equipment and Materials, the words "furnish", "install", and "provide" shall mean the following:
        a. The word "provide" shall mean to furnish, pay for, deliver, assemble, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
        b. The word "furnish" shall mean to secure, pay for including taxes, deliver to Site, unload and uncrate Equipment and Materials.

c. The word "install" shall mean to assemble, place in position, incorporate in the Work, adjust, clean, and make fit for use.
d. The phrase "furnish and install" shall be equivalent to the word "provide."

5. The word "day" shall constitute a calendar day of twenty-four hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS AND INSURANCE:

A. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds and proof of insurance as Contractor may be required to furnish in accordance with Paragraph 5.01 and other areas.

2.02 COPIES OF DOCUMENTS:

A. Owner will furnish to Contractor copies of the Contract Documents as stated in the General Requirements.

2.03 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES

A. After contract award, the Contractor will provide the City with a 100% performance and payment bond, as required in the contract.

B. Upon the City receiving and accepting the 100% Performance and Payment Bond, the City will issue a Purchase Order along with a Notice of Award (NOA).
1. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time. Verification submittal processes must be followed (01330).

C. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

D. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.

E. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.

2.04 STARTING THE PROJECT:

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run, with the exception of installation of tree protection fencing and stormwater controls, which may be installed before notice to proceed, if requested by the contractor in writing and if insurance requirements have been met.

2.05 BEFORE STARTING CONSTRUCTION:

A. Before starting construction and undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Landscape Architect/Engineer any conflict, error or

discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Landscape Architect/Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Landscape Architect/Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

B. Within twenty days after the Effective Date of the Agreement, not before Contractor starts the Work at the Site, Contractor shall submit items as noted in Document 00550 – Notice to Proceed (and as specified) to Landscape Architect/Engineer for review.

C. Further, before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Landscape Architect/Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with Paragraph 5.02 (and Owner shall deliver to Contractor certificates and other evidence of insurance requested by Contractor which Owner is required to purchase and maintain in accordance with Paragraph 5.02).

2.06 PRECONSTRUCTION CONFERENCE:

A. Within 20 days after the Effective Date of the Agreement, but before Contractor starts the Work at the Site, a conference attended by Contractor, Landscape Architect, Engineer, and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.05B, to discuss procedures for handling Submittals, securing permits, processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.07 FINALIZING SCHEDULES:

A. The contractor shall provide a schedule of the work finalized in accordance with the Specifications. The finalized construction progress schedule will be acceptable to Landscape Architect/Engineer if it provides an orderly progression of the Work to completion within the Contract Times, but such acceptance will neither impose on Landscape Architect/Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Submittal submissions will be acceptable to Landscape Architect/Engineer if it provides a workable arrangement for processing the submissions.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 INTENT:

A. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Law of the place of the Project.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials, or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for, at no additional cost to the Owner.

1. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or Equipment, such words shall be interpreted in accordance with that meaning.
2. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of execution of the Agreement. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Landscape Architect/Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer/Landscape Architect, or any of Owners's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.
3. Clarifications and interpretations of the Contract Documents shall be issued by the Landscape Architect or Engineer as provided in Paragraph 9.04.

C. If, during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to Landscape Architect/Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Landscape Architect/Engineer, however, Contractor shall not be liable to Owner or Landscape Architect/Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

D. Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.

E. The Specifications are separated into Divisions and Sections for convenience in defining the Work. Contract Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of Contract Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

3.02 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A formal Written Amendment.

2. A Change Order.

B. As indicated in Paragraphs 11.01B and 12.01A, Contract Price and Contract Times may only be changed by a Change Order or Written Amendment.

C. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in the following way:
   1. A Field Order (pursuant to Paragraph 9.05).
   2. Landscape Architect or Engineer's written interpretation or clarification (pursuant to Paragraph 9.04).

3.03 OWNERSHIP AND REUSE OF DOCUMENTS:

A. All Contract Documents and copies thereof furnished by Landscape Architect/ Engineer shall be the property of the Owner and no reuse is permitted without written permission of the Owner, Landscape Architect, and Engineer.

B. Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer and Landscape Architect; and they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner, Engineer, and Landscape Architect and specific written verification or adaptation by Landscape Architect or Engineer.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS:

A. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.

B. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way, or easements entitles Contractor to an extension of the Contract Times, Contractor may make a claim therefor as provided in Article 12.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

D. Contractor shall confine his operations to the construction limits indicated.

4.02 UNFORESEEN SUBSURFACE CONDITIONS:

A. Contractor shall promptly notify Landscape Architect/Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those specified or indicated, or which could be reasonably interpreted from examination of the Site and available subsurface information at the time of execution of the Agreement.

B. Landscape Architect/Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter,

Landscape Architect/Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor and Owner.

C. If Landscape Architect/Engineer and Owner find that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of execution of the Agreement, then a Change Order will be issued by the Owner incorporating the necessary revisions.

4.03 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Landscape Architect/Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided:

1. Owner and Landscape Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,
2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Paragraph 6.12 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

B. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Paragraph 6.13), identify the owner of such Underground Facility and give written notice thereof to that owner and Landscape Architect/Engineer. Landscape Architect/Engineer will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Paragraph 6.12. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

4.04 REFERENCE POINTS:

A. Landscape Architect/Engineer will provide elevation benchmarks to for construction which in Landscape Architect/Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out

the Work, shall protect and preserve the established benchmarks, and shall make no changes or relocations without the prior written approval of Landscape Architect/Engineer. Contractor shall be responsible for any mistakes or loss of time that may result from their loss or disturbance.

B. Contractor shall make such surveys as are required for establishing pay limits and determining quantities for progress pay estimates. Contractor shall furnish Landscape Architect/Engineer with one copy each of all field notes of such surveys.

ARTICLE 5 - BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS:

A. Contractor shall furnish performance and payment Bonds, each in an amount at least equal to 100% of the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is approved by Owner, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds shall be signed by an Arkansas Agent.

B. The Bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times.

C. Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

D. Date of Bonds shall be the same as the Effective Date of the Agreement.

E. If at any time during the continuance of the Contract, the surety on any Bond becomes unacceptable to Owner for financial reasons, Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of Owner within ten days after notice to do so.

1. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01A, Contractor shall within five days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

5.02 INSURANCE:

A. Contractor's Liability Insurance:

1. Contractor and all of his subcontractors shall purchase and maintain such liability and other insurance as is appropriate for the Work being furnished

and performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's furnishing and performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

a. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than Contractor's employees;
d. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use therefrom;
f. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
g. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

2. The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability specified or required by Law, whichever is greater.

a.	Umbrella General Liability	$5,000,000
b.	Workers' compensation	Statutory (State and Federal Limits)
	Employer's Liability	$500,000 each accident
c.	Commercial General Liability	
	(1) General Aggregate	$2,000,000
	(2) Products-Completed Operations Aggregate	$2,000,000
	(3) Personal & Advertising Injury Limit	$1,000,000
	(4) Each Occurrence Limit	$1,000,000
	(5) Fire Damage Limit	$ 100,000
	(6) Medical Expense Limit	$ 5,000
d.	Business Automobile Liability	
	(1) Any one loss or accident	$1,000,000

B. The policies of insurance so required by paragraph 5.02A to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs 5.02A.1.c through 5.02A.1.g inclusive, include as additional insureds by endorsement (subject to customary exclusion in respect of professional liability) Owner, Landscape Architect, Engineer, and Engineer's Consultants, and include coverage for the respective officers, directors, partners, employees, agents, and other

consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability specified in Paragraph 5.02A.2 or required by Laws and Regulations, whichever is greater;
3. with respect to insurance required by paragraphs 5.02A1.c through 5.02A1.g inclusive, include premises/operations, products, completed operations, independent contractors, and personal injury insurance,;
4. include in the Commercial General Liability policy, contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.06, 6.10, and 6.16, and written for not less than the limits of liability and coverages specified above;
5. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 days' prior written notice by certified mail has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued;
6. provide Broad Form Property Damage coverage and contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, earthquake, flood, explosion, collapse of buildings, or damage to underground property;
7. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;
8. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment and Contractor shall furnish Owner and each other specified additional insured to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter;
9. include Independent Contractors Protective Liability coverage; and
10. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be $5, 000.
11. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02A and any other liability insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, Landscape Architect and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Landscape Architect, Engineer, Engineer's Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance

held by Owner as trustee or otherwise payable under any policy so issued. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be $5,000.

C. Owner's Protective Liability Insurance:
   1. Contractor shall be responsible for purchasing and maintaining Owner's Protective Liability insurance with Owner, Landscape Architect and Engineer as named insureds.
   2. This insurance shall have the same limits of liability as the Commercial General Liability insurance and shall protect Owner, Engineer, and Landscape Architect against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, negligent acts or omissions of Contractor or Subcontractors or any agent, servant, worker, or employee of Contractor or Subcontractors arising from the operations under the Contract Documents.
   3. This insurance may be provided by endorsement to Contractor's Commercial General Liability insurance policy.

D. Property Insurance:
   1. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full insurable value thereof (subject to such deductible amounts as follows) or as required by Laws or Regulations. This insurance shall:
      a. be on the completed value form and include the interests of Owner, Contractor, Subcontractors, Landscape Architect, Engineer, and Engineer's Consultants, and the officers, directors, partners, employees, agent, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
      b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and Equipment and Materials, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, terrorism, and such other perils (as flood, earthquake, explosions, collapse, underground hazard) or causes of loss as may be specifically required in the Contract Documents;
      c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals);
      d. cover Equipment and Materials stored at the Site or at another location that was agreed to in writing by Landscape Architect or Engineer prior to being incorporated in the Work, provided that such Equipment and Materials have been included in an Application for Payment recommended by Engineer;
      e. allow for partial utilization of the Work by Owner;

f. include testing and startup;
g. be maintained in effect until final payment (or the Owner assumes beneficial occupancy and agrees to provide insurance coverage for the facilities so occupied) is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days' written notice to each other additional insured to whom a certificate of insurance has been issued; and
h. have a deductible amount of $ 10,000.

2. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required by Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants in the Work, each of whom is deemed to have an insurable interest and shall be listed as insured or additional insured parties.
3. All policies of insurance required to be purchased and maintained in accordance with Paragraph 5.02D will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days' prior notice by certified mail has been given to Owner and Contractor and to each additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.02F below.
4. Copies of the policies shall be furnished for property insurance. Certificates will not be acceptable.

E. Transit Insurance:
1. Transit insurance shall be furnished by Contractor to protect Contractor and Owner from all risks of physical loss or damage to Equipment and Materials, not otherwise covered under other policies, during transit from point of origin to the Site of installation or erection.
2. This insurance shall be written on an "All Risk" basis with additional coverages applicable to the circumstances that may occur in the particular Work included in this Contact.
3. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
4. This insurance shall contain a waiver of rights of subrogation the insurer may have or acquire against Engineer and Landscape Architect.

F. Waiver of Rights:
1. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.02D will protect Owner, Contractor, Subcontractors, Landscape Architect, Engineer, Engineer's Consultants, and other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder; and if the insurers require separate waiver forms to be signed by Engineer, Engineer's Consultants or Landscape Architect, Owner will obtain the same, and if such

waiver forms are required of any Subcontractor, Contractor shall obtain the same.

2. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02D and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, Landscape Architect, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's Consultants, Landscape Architect, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

G. Receipt and Application of Insurance Proceeds:

1. Any insured loss under the policies of insurance required of the Contractor will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.02G.2. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied to account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
2. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection is made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties upon the occurrence of an insured loss.

H. Acceptance of Insurance:

1. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with Paragraph 5.02 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing thereof within 10 days of the date of delivery of such certificates and other evidence of insurance to Owner required by Paragraph 2.05C.

2. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request If either party does not purchase or maintain all of the insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

I. Partial Utilization, Acknowledgment of Property Insurer:

1. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.06, no such use or occupancy shall commence before the insurers providing property insurance pursuant to Paragraph 5.02D have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE:

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

B. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

C. When manufacturer's field services in connection with the erection, installation, start-up, or testing of Equipment furnished under this Contract, or instruction of Owner's personnel thereon are specified, Contractor shall keep on the Work, during

its progress or as specified, competent manufacturer's field representatives and any necessary assistants.

6.02 LABOR, EQUIPMENT, AND MATERIALS:

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Owners written consent.

B. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all Equipment and Materials, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

C. All Equipment and Materials shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish to Engineer satisfactory evidence (including reports of required tests) as to the kind and quality of Equipment and Materials. All Equipment and Materials shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier/ manufacture except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to Landscape Architect, Engineer, or any of Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.10C and 9.10D.

D. All Equipment and Materials incorporated in the Work shall be designed to meet the applicable safety standards of federal, state, and local Laws and Regulations.

6.03 ADJUSTING PROGRESS SCHEDULE:

A. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.04 SUBSTITUTES OR "OR-EQUAL" ITEMS:

A. Whenever an item of Equipment or Material is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, size, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitute is permitted, other items of Equipment or Material of other Suppliers may be submitted by Contractor to the Landscape Architect and Engineer for review under the circumstances described below.

1. "Or-Equal" Items: If in Landscape Architect/Engineer's sole discretion an item of Play Equipment, Interactive Fountain Equipment, site furnishings, or other Equipment or Material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, or no reduction in play value, esthetics, or longevity, it may be considered by Landscape Architect/Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Landscape Architect/Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For purposes of this Paragraph 6.04A.1, a proposed item of Equipment or Material will be considered functionally equal to an item so named if:
   a. In the exercise of reasonable judgment Landscape Architect/Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
   b. Contractor certifies that: (i) there is no increase in cost to Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents. Cost for additional safety surfacing or concrete walk that may be needed for a piece of playground equipment not specified but added as an "equal" will be borne by the contractor.
2. Substitute Items:
   a. If in Landscape Architect/Engineer's sole discretion an item of Equipment or Material proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.04A.1, it will not be considered a proposed substitute item.
   b. Contractor shall submit sufficient information as provided below to allow Engineer/Landscape Architect to determine that the item of Equipment or Material proposed is essentially equivalent to that named and an acceptable substitute therefor. Failure to provide sufficient information is reason for rejection. Requests for review of proposed substitute items of Equipment or Materials will not be accepted by Landscape Architect/Engineer from anyone other than Contractor.
   c. The procedure for review by Landscape Architect/Engineer will be as set forth in Paragraph 6.04, as may be supplemented in the General Requirements and as Landscape Architect/Engineer may decide is appropriate under the circumstances.

d. Contractor shall first make written application to Landscape Architect/Engineer for review of a proposed substitute item of Equipment or Material that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Landscape Architect/ Engineer in evaluating the proposed substitute item. Landscape Architect/Engineer may require Contractor to furnish additional data about the proposed substitute item.

B. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to Landscape Architect/Engineer, if Contractor submits sufficient information to allow Landscape Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Landscape Architect/Engineer will be similar to that provided in Paragraph 6.04A.2 as applied by Landscape Architect/Engineer and as may be supplemented in the General Requirements.

C. Landscape Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute or "or-equal" item. Landscape Architect/Engineer will be the sole judge of acceptability, and no substitute or "or-equal" will be ordered, installed, or used until Landscape Architect/Engineer's review is complete, which will be evidenced by either (i) a Change Order for a substitute, or (ii) an approved Submittal for an "or-equal." Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. For consideration of substitutions after execution of the Agreement, Landscape Architect/Engineer will record time required by Landscape Architect/Engineer and, Engineer's Consultants, in evaluating substitute proposed or submitted by Contractor pursuant to Paragraphs 6.04A.2 and 6.04B and in making changes in the Contract Documents or in the provisions of any other direct contract with Owner for work on the Project occasioned thereby. Whether or not Landscape Architect/Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall

reimburse Owner for the charges of, Landscape Architect/Engineer, and Engineer's Consultants for evaluating each such proposed substitute.

6.05 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

A. Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated in Paragraph 6.05B), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of Equipment and Materials) to be submitted to Owner within the required time after execution of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof, Owner's or Engineer's 'acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Landscape Architect/Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Landscape Architect/Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Landscape Architect/Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner, or Landscape Architect/Engineer and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of Owner or Landscape Architect/Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

D. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Landscape Architect/Engineer and contains waiver provisions as required by Paragraph 5.02F. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Paragraph 5.02D.

6.06 PATENT FEES AND ROYALTIES:

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work

and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. Contractor shall indemnify and hold harmless Owner and Landscape Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 PERMITS:

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of execution of the Agreement. City of Fayetteville will waive the fees of all city construction permits for this project. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.08 LAWS AND REGULATIONS:

A. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Landscape Architect/Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Landscape Architect/Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.02. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to Landscape Architect/Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.09 TAXES:

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid or withheld by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.10 USE OF PREMISES:

A. Contractor shall confine construction equipment, the storage of Equipment and Materials, and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and shall not unreasonably

encumber the premises with construction equipment or other equipment and materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Landscape Architect/Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at Law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Landscape Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Landscape Architect/Engineer to the extent based on a claim arising out of Contractor's performance of the Work.

B. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

C. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

D. This work occurs in a public park that will be open to park users. The contractor shall exercise caution in protecting the public from hazards that could be caused by the work and workers moving around the site. The contractor shall maintain site fencing in good order during the time needed to complete the work, along with gates, barricades, caution signage, and other measures as needed to protect park users and others.

6.11 RECORD DOCUMENTS:

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Test Records, Field Orders, and written interpretations and clarifications (issued pursuant to Paragraph 9.04) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Submittals shall be available to Landscape Architect/Engineer for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to Landscape Architect/Engineer for Owner.

B. Receipt and acceptance of record documents will be a prerequisite for final payment on the Contract.

6.12 SAFETY AND PROTECTION:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Work and other persons and organizations who may be affected thereby;
2. All the Work and Materials and Equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. The work site is located within an active public park. Contractor shall take precautions to protect the public from possible dangers involved in the work including maintain signage warning park users to stay out of construction areas.

C. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in Paragraph 6.12A.2 or 6.12A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Landscape Architect/Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.09A that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

D. Contractor shall designate a responsible representative at the Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner and Engineer.

6.13 EMERGENCIES:

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Landscape Architect/Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Landscape Architect/Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused

thereby. If Landscape Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued to document the consequences of the changes or variations.

6.14 SUBMITTALS:

A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Landscape Architect/Engineer for review and acceptance by Landscape Architect/Engineer, in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Landscape Architect/Engineer may require. The data shown on Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Landscape Architect/Engineer to review the information as required.

B. Before submission of each Submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

C. At the time of each submission, Contractor shall give Landscape Architect/Engineer specific written notice of each variation that the Submittal may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to Landscape Architect/Engineer for review and approval of each such variation.

D. Landscape Architect/Engineer will review Submittals with reasonable promptness, but Landscape Architect/Engineer's review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Landscape Architect/Engineer and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Landscape Architect/Engineer on previous Submittals.

E. Landscape Architect/Engineer's review and acceptance of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. Contractor shall in writing call Landscape Architect/ Engineer's attention to each and every variation at the time of submission. Engineer will show approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Acceptance by Landscape

Architect/Engineer shall not relieve Contractor from responsibility for errors or omissions in the Submittals.

F. Where a Submittal is required by the Specifications, any related Work performed prior to Landscape Architect/Engineer's review and acceptance of the pertinent submission will be at risk by the Contractor. The Landscape Architect/Engineer may reject such prematurely installed work/equipment, or accept the work/equipment and reduce the monetary value of such work if deemed inferior in any manner.

6.15 CONTINUING THE WORK:

A. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Engineer or Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.03 or as Contractor and Owner may otherwise agree in writing.

6.16 INDEMNIFICATION:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Landscape Architect, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:
   1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
   2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

B. In any and all claims against Owner or Engineer or Landscape Architect or any of their consultants, agents, or employees by any employee of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation (Seer Paragraph 6.16A) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The obligations of Contractor under Paragraph 6.16A shall not extend to the liability of Engineer, Landscape Architect, Engineer's Consultants, agents, or employees arising out of:
   1. The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications.

2. The giving of or the failure to give communications by Engineer, their agents, or employees provided such giving or failure to give is the primary cause of injury or damage.

D. If necessary for enforcement of any indemnification and hold harmless requirement herein, or if applicable law requires the Contractor to obtain specified limits of insurance to insure any indemnity obligation; then Contractor shall obtain such applicable coverage with minimum limits not less than any specified in Paragraph 5.02B herein, the cost to be recovered and included in the Contract Price, and any indemnity attributable to the negligence of any indemnified party shall be limited to such insurance.:

E. Contractor shall indemnify and hold harmless Owner, Landscape Architect, Engineer, Engineer's Consultants, and the officers, directors, partners, owners' employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:

1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

In any and all claims against Owner or Engineer or Landscape Architect or any of their agents, or employees by any employee of Contractor, any Subcontractor, any person.

ARTICLE 7 - OTHER WORK

7.01 RELATED WORK AT SITE:

A. Owner may perform other work related to the Project at the Site by Owner's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs; Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several

parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner or Owner, Contractor shall inspect and promptly report to Landscape Architect/Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

7.02 COORDINATION:

A. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the General Requirements, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 COMMUNICATIONS:

A. Owner shall issue all communications to Contractor through designated Landscape Architect/Engineer.

8.02 CHANGE OF ENGINEER OR LANDSCAPE ARCHITECT :

A. In case of termination of the employment of Landscape Architect/Engineer, Owner shall appoint an Landscape Architect/engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Landscape Architect/Engineer. Any dispute in connection with such appointment shall be addressed as discussed in Article 16.

8.03 REQUIRED DATA:

A. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.04A and 14.09A.

8.04 LANDS AND EASEMENTS:

A. See other areas.

8.05 INSURANCE:

A. Owner's responsibilities in respect of purchasing and maintaining insurance are set forth in Paragraph 5.02.

8.06 CHANGE ORDERS:

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.01.

8.07 INSPECTIONS AND TESTS:

A. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.03B. Additional inspections are not limited.

8.08 STOPPING THE WORK:

A. In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.06 and 15.02. Paragraph 15.02A deals with Owner's right to terminate services of Contractor under certain circumstances.

8.09 LIMITATIONS ON OWNER'S RESPONSIBILITIES:

A. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - LANDSCAPE ARCHITECT/ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S REPRESENTATIVE:

A. Owner shall designate a qualified Landscape Architect or Engineer who will be the Owner's primary representative during the construction period. The duties and responsibilities and the limitations of authority of the Landscape Architect or Engineer as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Landscape Architect or Engineer.

9.02 VISITS TO SITE:

A. Landscape Architect/Engineer will make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Landscape Architect/Engineer will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work. Landscape Architect/Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-Site observations as an experienced and qualified design professional, Landscape Architect/Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

9.03 PROJECT REPRESENTATION:

A. Landscape Architect/Engineer may furnish Resident Project Representative and assistants to assist Owner and Engineer in observing the performance of the Work.
   1. Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to Landscape Architect/Engineer at their email addresses or city offices.

2. Communications pertaining to day-to-day operations at the Site shall be directed to Resident Project Representative.
3. Resident Project Representative, city inspectors, and their assistants will conduct observations of the Work in progress to assist Landscape Architect/Engineer in determining that the Work is proceeding in accordance with the Contract Documents.
4. Resident Project Representative and City Inspectors will not have authority to permit any deviation from the Contract Documents, except with concurrence of Owner and Landscape Architect/Engineer.

9.04 CLARIFICATIONS AND INTERPRETATIONS:

A. Landscape Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as Landscape Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 11 or Article 12.

9.05 AUTHORIZED VARIATIONS IN WORK:

A. Landscape Architect/Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner, and also on Contractor who shall perform the Work involved promptly.

9.06 REJECTING DEFECTIVE WORK:

A. Landscape Architect/Engineer will have authority to disapprove or reject Work which Landscape Architect/Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.05B, whether or not the Work is fabricated, installed, or completed.

B. Resident Project Representative will have authority, subject to final decision of Landscape Architect/Engineer, to disapprove or reject any defective workmanship, Equipment, or Material.

9.07 SUBMITTALS, CHANGE ORDERS, AND PAYMENTS:

A. In connection with Landscape Architect/Engineer's responsibility for Submittals, see Paragraph 6.14.

B. In connection with Landscape Architect/Engineer's responsibilities as to Change Orders, see Articles 10, 11, and 12.

C. In connection with Landscape Architect/Engineer's responsibilities in respect of Applications for Payment, see Article 14.

9.08 DETERMINATIONS FOR UNIT PRICES:

A. Engineer/Landscape Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon to the Owner. Engineer will provide approval by recommendation of an Application for Payment to the Owner or return Application to Engineer for further review.

B. Engineer/Landscape Architect's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Engineer written notice of intention to appeal such a decision.

9.09 DECISIONS ON DISPUTES:

A. Landscape Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Landscape Architect/Engineer in writing with a request for a formal decision in accordance with this Paragraph, which Landscape Architect/Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter will be delivered by the claimant to Landscape Architect/Engineer and the other party to the Agreement promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto, and written supporting data shall be delivered to Landscape Architect/Engineer and the other party within 60 days after such occurrence unless Landscape Architect/Engineer allows an additional period of time to ascertain more accurate data in support of the claim. Owner may request written review by Landscape Architect/Engineer of claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

B. When functioning as interpreter and judge under Paragraphs 9.08 and 9.09A, Landscape Architect/Engineer will not show partiality to Owner or Contractor and Landscape Architect/Engineer will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Landscape Architect/Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

9.10 LIMITATIONS ON LANDSCAPE ARCHITECT/ENGINEER'S RESPONSIBILITIES:

A. Neither Landscape Architect/Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Landscape Architect/Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Landscape Architect/Engineer to Contractor,

any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

B. Whenever in the Contract Documents the terms "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Landscape Architect/Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Landscape Architect/Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.10C or 9.10D.

C. Landscape Architect/Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work or lack of safety precautions taken to protect workers, other agents, and the public. Landscape Architect/Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

D. Landscape Architect/Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

E. The presence or absence of Landscape Architect/Engineer, or any of their representatives will not act to relieve Contractor of any responsibility or of any guarantee of his performance. Neither will observation by Landscape Architect/Engineer, or any of their representatives in any way be understood to relieve Contractor of any responsibility for proper supervision of the Work at all times.

F. Review by Landscape Architect/Engineer of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.08A and other areas of these documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

G. The limitations upon authority and responsibility set forth in this Paragraph 9.10 shall also apply to Landscape Architect/Engineer's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK

10.01 GENERAL:

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work

Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or a shortening of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or 12.

C. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in Paragraphs 3.02A and 3.02C, except in the case of an emergency as provided in Paragraph 6.13 and except in the case of uncovering Work as provided in Paragraph 13.05B.

D. Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:

1. Changes in the Work which are ordered by Owner pursuant to Paragraph 10.01A, are required because of acceptance of defective Work under Paragraph 13.09 or correcting defective Work under Paragraph 13.10, or are agreed to by the parties;
2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Landscape Architect/Engineer pursuant to Paragraph 9.09A, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.15.

E. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.01 GENERAL:

A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

B. The Contract Price may only be changed by a Change Order or a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Landscape Architect/Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of

the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by Landscape Architect/Engineer in accordance with Paragraph 9.09A if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.01B.

C. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of Unit Prices to the quantities of the items involved (subject to the provisions of Paragraphs 11.05A through 11.05C, inclusive).
2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.03A.2.a.
3. On the basis of the Cost of the Work (determined as provided in Paragraphs 11.02A and 11.02B) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraphs 11.03A and 11.03B). Note that work or portions of work that is remedial in nature due to Contractor's actions may not be subject to profit.
4. For 2 and 3 above, the allowance for overhead and profit shall mean:
   a) A total maximum of fifteen percent (15%) for Work performed directly by the General Contractor's own forces.
   b) A maximum of ten percent (10%) to the Sub-subcontractor(s), plus up to an additional five percent (5%) to the General Contractor, for work performed by a Sub-subcontractor(s).

11.02 COST OF THE WORK:

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.02B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the Site. The expenses of performing

Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all Equipment and Materials furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    b. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
    c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    d. Sales, consumer, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
    f. Losses and damages not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of Contractor, any Subcontractor,

or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Paragraph 11.03A.2.

g. The cost of utilities, fuel, and sanitary facilities at the Site.
h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
i. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with Paragraph 5.02D.4.

B. The term Cost of the Work shall not include any of the following:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.02A.1 or specifically covered by Paragraph 11.02A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work, and charges against Contractor for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.02A.5.i above).
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.02A.

11.03 CONTRACTOR'S FEE:

A. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:
   1. A mutually acceptable fixed fee; or if none can be agreed upon,
   2. A fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 11.02A.1 and 11.02A.2, the Contractor's Fee shall be a maximum of 10%(negotiable with Owner);
      b. For costs incurred under Paragraph 11.02A.3, the Contractor's Fee shall be 5%; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be 10%(negotiable with Owner);
      c. Where one or more tiers of subcontracts are on the basis of the Cost of the Work Plus a Fee and no fixed fee is agreed upon, the intent of Paragraphs 11.03A and 11.02A.1 through A.3 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by such Subcontractor under Paragraphs 11.02A.1 and 11.02A.2.
      d. No fee shall be payable on the basis of costs itemized under Paragraph 11.02A.4, 11.02A.5 and 11.02B;
      e. The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to 10% of the net decrease; and
      f. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with Paragraphs 11.03A.2.a through 11.03A.2.d, inclusive.

B. Whenever the cost of any Work is to be determined pursuant to Paragraph 11.02A or 11.02B, Contractor will submit in form acceptable to Landscape Architect/Engineer an itemized cost breakdown together with supporting data.

11.04 CASH ALLOWANCES:

A. Not applicable.

11.05 UNIT PRICE WORK:

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with Paragraph 9.08.

B. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover all materials, sales taxes, labor, Contractor's overhead and profit and incidentals for each separately identified item.

C. Where the quantity of any item of Unit Price Work performed by Contractor exceeds the estimated quantity of such item indicated in the Agreement by twenty-five percent or more and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

11.06 RIGHT OF AUDIT:

A. Owner shall have the right to inspect and audit all of Contractor's books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating to the Work, and Contractor shall preserve all such records and supporting documentation for a period of three years after date of Final Payment. Contractor hereby grants to Owner the authority to enter Contractor's premises for the purpose of inspection of such records and supporting documentation or, at Contractor's option, Contractor may make such records and supporting documentation available to Owner at a location satisfactory to Owner.

B. All of the records and supporting documentation shall be open to inspection and subject to audit and reproduction by Owner or its authorized representative for any and all purposes, including but not limited to (i) compliance with the Contract Documents; (ii) proper pricing of Change Orders; and (iii) claims submitted by or against Contractor or any Subcontractor or Supplier in connection with any performance under the Contract Documents.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.01 GENERAL:

A. The Contract Times may only be changed by a Change Order or a Written Amendment. Contractor, in undertaking to complete the Work within the Contract Times, shall take into consideration and make allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing equipment or materials or workmen or otherwise.

B. Adjustments to the Contract Times will be made for delays in completion of the Work from causes beyond Contractor's control, including the following:
   1. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
   2. Unusual delay in fabrication or shipment of Equipment or Materials required in the Work, whether ordered by Contractor or furnished by Owner or others under separate contract.
   3. Strikes and other labor disputes.
   4. Delays caused by court proceedings.
   5. Change Orders.
   6. Neglect, delay, or default of any other contractor employed by Owner.
   7. Unusual construction delays resulting from weather conditions abnormal to the geographical area and to the season of the year such as above normal

continuous days of precipitation, above normal amount of precipitation within a 24 hour period, or above normal days of extreme cold or hot temperature conditions affecting installation / application due to manufacturers or specifications limitations. These conditions will not be cause for extensions of time if abnormal weather conditions do not affect the stage of construction. All claims for extension of time due to abnormal weather conditions must be substantiated with evidence from a weather bureau or other authoritative source. Weather conditions normal to the geographical area and to the season of the year shall be taken into consideration in the Proposal. Normal conditions shall be defined as the average number of days, amounts, or both over a 5-year period averaged per season.

8. Conflicts, errors or discrepancies in the Contract Documents reported to Engineer as provided in these General Conditions.

C. Owner shall award extensions of the Contract Times on account of such causes of delay, provided that adequate evidence is presented to enable Engineer to determine with exactness the extent and duration of delay for each item involved.

D. No extension to the Contract Times will be granted for delays involving only portions of the Work, or which do not directly affect the time required for completion of the entire Work.

E. Any claim for an extension to the Contract Times shall be delivered in writing to Owner and Landscape Architect/Engineer within ten days of the occurrence of the event giving rise to the claim. All claims for adjustment to the Contract Times will be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change to the Contract Times resulting from any such claim will be incorporated in a Change Order or a Written Amendment.

F. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 WARRANTY AND GUARANTEE:

A. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

B. No provision in the Contract Documents nor any specified guarantee time limit shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the Law.

C. All Equipment and Materials furnished by Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to Landscape Architect/Engineer with other Submittals. Landscape Architect/Engineer will transmit such guarantees to Owner for review.

13.02 ACCESS TO THE WORK:

A. Landscape Architect/Engineer and Engineer's representatives, other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide proper and safe conditions for such access.

13.03 TESTS AND INSPECTIONS:

A. Contractor shall give Landscape Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
   1. for inspections, tests, or approvals covered by Paragraphs 13.03C and 13.03D below;
   2. that costs incurred in connections with tests or inspections conducted pursuant to Paragraph 13.05B shall be paid as provided in said Paragraph 13.05B; and
   3. as otherwise specifically provided in the Contract Documents.
   4. The costs of retest required due to failure of initial tests will be the responsibility of the contractor.

C. Not used.

D. Not used.

E. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Landscape Architect/Engineer if so specified).

F. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Landscape Architect/Engineer, it must, if requested by Landscape Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Landscape Architect/Engineer timely notice of Contractor's intention to cover the same and Landscape Architect/Engineer has not acted with reasonable promptness in response to such notice.

G. Neither observations by Landscape Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

13.04 DEFECTIVE WORK:

A. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents. Concrete work that does not have clean lines following the geometry as shown on the construction drawings is an example of work that would be defective.

B. Any defective Work may be disapproved or rejected by Landscape Architect/ Engineer at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.

C. Prompt notice will be given by Engineer to Contractor of defects as they become evident.

13.05 UNCOVERING WORK:

A. If any Work is covered contrary to the written request of Landscape Architect/Engineer, it shall, if requested, be uncovered for Landscape Architect/Engineer's observation and replaced at Contractor's expense. Drainage pipe and formwork are to be reviewed by the Landscape Architect/Engineer before covering.

B. If Landscape Architect/Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Landscape Architect/Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Landscape Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

13.06 OWNER MAY STOP THE WORK:

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

13.07 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

A. If required by Landscape Architect/Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Landscape Architect/Engineer, remove it from the Site and replace it with nondefective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

13.08 TWO-YEAR WARRANTY AND CORRECTION PERIOD:

A. If within two years after the Date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of Equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment. This is not to limit required longer warranties on play equipment, interactive fountain, site furnishings, pavilion, and other work.

13.09 ACCEPTANCE OF DEFECTIVE WORK:

A. If, instead of requiring correction or removal and replacement of defective Work, Owner and, prior to Landscape Architect/Engineer's recommendation of final payment, also Landscape Architect/Engineer prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Landscape Architect/Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.10 OWNER MAY CORRECT DEFECTIVE WORK:

A. If Contractor fails within a reasonable time after written notice of Landscape Architect/Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Landscape Architect/Engineer in accordance with Paragraph 13.07, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously.

B. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the

Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment, and machinery at the Site and incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.

C. Contractor shall allow Owner, Owner's representatives, agents, and employees such access to the Site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph.

D. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Landscape Architect/Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, landscape architects, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

E. Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 SCHEDULE OF VALUES:

A. The schedule of values including lump sums established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 APPLICATION FOR PROGRESS PAYMENT:

A. Not later than the 15th day of each month, or on the next business day thereafter, (but not more often than once a month), Contractor shall submit to Landscape Architect/Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

B. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

C. If payment is requested on the basis of Equipment and Materials not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the Equipment and Materials free and clear of all liens, charges, security interests, and encumbrances

(which are hereinafter in these General Conditions referred to as "Liens") and evidence that the Equipment and Materials are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

D. The amount of retainage with respect to progress payments will be as stipulated in Paragraph 14.04G.

14.03 CONTRACTOR'S WARRANTY OF TITLE:

A. Contractor warrants and guarantees that title to all Work, Materials, and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

A. Landscape Architect/Engineer will, within seven days after receipt of each Application For Payment, either indicate in writing a recommendation of payment and present the Application to Owner (subject to the provisions of the last sentence of Paragraph 14.04D), or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. After the required internal reviews and processing by the Owner, the Owner will diligently proceed to make payment to the Contractor, in accordance with the approved payment request, within 30 days. All efforts will be made to make payments within the 30 day period, but the Owner cannot guarantee the 30 days maximum time.

B. Landscape Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Landscape Architect/ Engineer to Owner, based on Landscape Architect/Engineer's on-Site observations of the Work in progress as experienced and qualified design professionals and on Landscape Architect/Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Landscape Architect/ Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.08, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, Landscape Architect/Engineer will not thereby be deemed to have represented that exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents, or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or Owner to withhold payment to Contractor.

C. Landscape Architect/Engineer's recommendation of final payment will constitute an additional representation by Engineer to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.09 have been fulfilled.

D. Landscape Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Landscape Architect/Engineer's opinion, it would be incorrect to make such representations to Owner. Landscape Architect/Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement.
2. Written claims have been made against Owner or Liens have been filed in connection with the Work.
3. The Contract Price has been reduced by Written Amendment or Change Order
4. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.10,
5. Of Landscape Architect/Engineer's 'actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02B.
6. Of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents.
7. Contractor's failure to make payment to Subcontractors, or for labor, Materials, or Equipment, or
8. Landscape Architect/Engineer shall not certify payments requesting more than eighty (80) percent of the Contract amount until such time as all operation, maintenance, repair, and replacement manuals, and product data has been furnished by the Contractor to the Owner.

E. Owner may refuse to make payment of the full amount recommended by Landscape Architect/Engineer because claims have been made against Owner on account of Contractor's performance of furnishing of the Work, or Liens have been filed in connection with the Work, or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.

F. When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.

G. Progress payments will be in the amount of 95% of the amount of the Work completed and 100% of Equipment and Materials suitably stored and documented as indicated on the Application for Payment less the sum of all previous payments.

14.05 SUBSTANTIAL COMPLETION:

A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Landscape Architect/Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete, and their incompleteness not sufficient to prevent intended use of the work) and request that Engineer issue a certificate of Substantial Completion.

B. Within a reasonable time thereafter, Contractor, and Landscape Architect/Engineer shall make an inspection of the Work to determine the status of completion. If Landscape Architect/Engineer does not consider the Work substantially complete, Landscape Architect/Engineer will notify Contractor in writing giving his reasons therefor. If Landscape Architect/Engineer considers the Work substantially

complete, Landscape Architect/Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which will fix the Date of Substantial Completion. There shall be attached to the certificate a tentative list of items (punch list with estimated values) to be completed or corrected before final payment.

C. Not used

D. Not used

E. Unless Owner and Contractor agree otherwise in writing and so inform Landscape Architect/Engineer prior to Landscape Architect/ Engineer's issuing the definitive certificate of Substantial Completion, Landscape Architect/Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

F. Owner shall have the right to exclude Contractor from the Work after the Date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.06 PARTIAL UTILIZATION:

A. Not used.

14.07 FINAL INSPECTION:

A. Upon written notice from Contractor that the Work or an agreed portion thereof is complete, Landscape Architect/Engineer will make a final inspection with Owner, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.08 FINAL APPLICATION FOR PAYMENT:

A. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents as required by the Contract Documents, and after Landscape Architect/ Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.11), Contractor may make application for final payment following the procedure for progress payments.

B. The final Application for Payment shall be accompanied by all documentation (including but not limited to written warranties, manuals, operating instructions, maintenance kits, as builts) called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a Lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

14.09 FINAL PAYMENT AND ACCEPTANCE:

A. If, on the basis of Landscape Architect/Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Landscape Architect/Engineer will, within fourteen days after receipt of the final Application for Payment, indicate in writing Landscape Architect/Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon, Landscape Architect/Engineer will give written notice to Owner and Contractor that the Work is acceptable (subject to the provisions of Paragraph 14.11). Otherwise, Landscape Architect/Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to Owner of the Application and accompanying documentation, in appropriate form and substance, and with Landscape Architect/Engineer's recommendation and notice of acceptability, the amount recommended by Landscape Architect/Engineer will become due and will be paid by Owner to Contractor.

B. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Landscape Architect/Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Landscape Architect/Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. The written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Landscape Architect/Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

C. The Final Pay Estimate will include all sums remaining to be paid.

14.10 CONTRACTOR'S CONTINUING OBLIGATION:

A. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Landscape Architect/Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of a notice of acceptability by Landscape Architect/Engineer pursuant to Paragraph 14.09, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents (except as provided in Paragraph 14.11).

14.11 WAIVER OF CLAIMS: The making and acceptance of final payment will constitute:

A. A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Paragraph 14.07, or from failure to comply with the Contract Documents or the terms

of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and

B. A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

14.12 INTEREST: NOT APPLICABLE.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER MAY SUSPEND WORK:

A. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor, and Landscape Architect/Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if Contractor makes an approved claim therefor as provided in Articles 11 and 12.

15.02 OWNER MAY TERMINATE:

A. Upon the occurrence of any one or more of the following events:
1. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state Law in effect at such time relating to the bankruptcy or insolvency;
2. If a petition is filed against Contractor under any chapter of the bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state Law in effect at the time relating to bankruptcy or insolvency;
3. If Contractor makes a general assignment for the benefit of creditors;
4. If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
5. If Contractor admits in writing an inability to pay its debts generally as they become due;
6. If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable Equipment or Materials or failure to adhere to the progress schedule established under Paragraph 2.07 as revised from time to time);
7. If Contractor disregards Laws or Regulations of any public body having jurisdiction;
8. If Contractor disregards the authority of Landscape Architect/Engineer; or

9. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

B. Owner may, after giving Contractor (and the surety, if there be one) ten days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the Site and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs of completing the Work (including but not limited to fees and charges of engineers, landscape architects, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Landscape Architect/Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to Contractor by Owner will not release Contractor from liability.

D. Upon ten days' written notice to Contractor and Landscape Architect/Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect, and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs).

15.03 CONTRACTOR MAY STOP WORK OR TERMINATE:

A. If, through no act or fault of Contractor, the Work is suspended for a period of more than 100 days by Owner or under an order of court or other public authority, or Landscape Architect/Engineer fails to act on any Application for Payment within 40 days after it is submitted, or Owner fails for 40 days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten days' written notice to Owner and Landscape Architect/Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Landscape Architect/Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon ten days' written notice to Owner and Landscape Architect/Engineer stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.01 RESOLUTION OF CLAIMS AND DISPUTES

A. Contractor's claims against Owner will be reviewed by Landscape Architect/Engineer, who shall take one or more of the following actions within ten (10) days after receipt of a claim:
   1. Request additional supporting data from the claimant;
   2. Submit a schedule to Contractor indicating reasonable time within which Landscape Architect/Engineer expects to take action;
   3. Reject the Claim in whole or in part, stating reasons for rejection;
   4. Recommend approval of the claim; or
   5. Suggest a compromise.

B. Owner's claims against Contractor will be reviewed by Contractor who shall take one or more of the following actions within ten (10) days after receipt of the Claim:
   1. Request additional supporting data from Landscape Architect/Engineer;
   2. Submit a schedule to the Landscape Architect/Engineer indicating a reasonable time within which Contractor expects to take action;
   3. Deny the claim in whole or in part, stating reasons for denial;
   4. Recommend approval of the claim; or
   5. Suggest a compromise.

C. If a claim has been resolved, the Owner will prepare or obtain appropriate documentation.

D. If a claim has been denied or if no action has been taken in the manner provided in Paragraphs 16.01A or 16.01B, then the claimant, within ten (10) days thereafter, may notify the Owner, the other party, and Contractor's surety that Landscape Architect/Engineer and Contractor have been unable to resolve the claim. In that event, the Owner, pursuant to Paragraph 16.01E shall review the claim and make a decision on the claim.

E. If a claim is presented to the Owner, then the Owner shall review the claim and make a decision within fourteen (14) days.

F. Disputes that cannot be settled through negotiation or the procedures in Paragraphs 16.01A through 16.01E above, shall be settled as mutually agreed or in a court of competent jurisdiction within the State of Arkansas.

G. Arbitration shall not be used in the settlement of disputes.

ARTICLE 17 - MISCELLANEOUS

17.01 GIVING NOTICE:

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 COMPUTATION OF TIME:

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the Law of the applicable jurisdiction, such day will be omitted from the computation.

B. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

17.03 CLAIMS, CUMULATIVE REMEDIES:

A. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.16A, 13.01, 13.08, 13.10, 14.03, and 15.02A and all of the rights and remedies available to Owner and Landscape Architect/Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

END OF GENERAL CONDITIONS DOCUMENT 00700

Gully Park Play Equipment Specifications

NOTE – Gulley Park has several different manufactures of equipment specified and each piece of equipment specified is to set the quality and functionality standards for that piece and as a template for minimum requirements. All play equipment manufacturers / contractors submitting proposals for this project must meet or exceed the minimum requirements listed below. Manufacture's installation instructions are to be considered as part of these specifications. Additional information is in the drawings.

PRIOR APPROVED EQUALS: Play Equipment, site furnishings, interactive fountain components or other furnishings or materials specified in these documents set the minimum quality for this project. Those wishing to submit other equipment for consideration as "an equal" must do so within the allowable times and must have all information necessary to evaluate the proposed substitutions included in the substitution request. Failure to submit substitutions timely or with enough information to evaluate the substitution is reason for rejection. If a piece of equipment is substituted as equal, any additional costs required by that substitution, such as an increased fall height requiring deeper fall surfacing, is the responsibility of the contractor.

QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum 5-years experience manufacturing similar products. For metal playground equipment manufacture shall be IPEMA Certified ASTM F1487.

B. Installer Qualifications: Minimum 2 year experience installing similar products. Playground Equipment installer shall be versed in requirements necessary to install a playground, including equipment and safety surfacing, meeting all relevant safety standards.

C. All play equipment/structures and safety surfacing shall be certified and validated to be in conformance with the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment For Public Use and ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment and CPSC Public Playground Safety Handbook Consumer Product Safety Commission.

D. All Safety Surfacing shall be tested under ASTM F1292 after installation to insure that surfacing meets or exceeds designated and/or required fall heights and certified by the contractor.

E. To the best of manufacturer's belief and knowledge play structures conform to the U.S. Consumer Products Safety Commission (CPSC) Guidelines.

F. Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for playground equipment designated as accessible

G. The contractor is responsible for ensuring the playground equipment and safety surfacing is installed meeting relevant standards such as American Society for Testing and Materials F1487, ASTM F1292, F2479, and ASTM F1951 and CPSC Public Playground Safety Handbook. Playground equipment installers must be experienced installers who have specialized in installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to the manufacturer of the playground equipment being installed. Before construction begins, Installers shall submit qualifications, project history, and references, and other information needed to prove they are qualified to install playground equipment. Certifications through methods below should be proved: IPSI/CPSI Certified, NPCAI Playground Construction School or Playground manufacturer factory trained.

1.2 MINIMUM WARRANTIES

A. Manufacturer warrants that all play structures and/or equipment installed will conform in kind and in quality to the specifications manual for the products identified in these construction documents and will be free of defects in manufacturing and material. Manufacturer further warrants:
   1. Minimum of 25-Year Limited Warranty: On all aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on steel posts against structural failure due to material or manufacturing defects.
   2. Minimum of 15-Year Limited Warranty: On all, all plastic components, all aluminum and steel components not covered above, against structural failure due to material or manufacturing defects.
   3. Minimum of 10-Year Limited Warranty: On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.
   4. Minimum of 3-Year Limited Warranty: On all other parts, i.e. all swing seats and hangers, Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.
   5. Warranties do not need to cover any cosmetic issues from wear and tear from normal use.

1.3 EXTRA MATERIALS

A. Maintenance Kit: A maintenance kit shall be provided for each Play Structure. The kit will include a maintenance document with installation instructions, parts list, recommendations on how often to inspect, what to look for and what to do to keep the equipment safe and in like-new condition. The kit also shall include appropriate color touch-up paint and additional installation tools for the tamperproof fasteners and additional common fasteners.

General Installation Notes:

A. General: Note conditions on drawings. Notes on drawings set minimums. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated on the drawings. Anchor playground equipment securely, positioned at locations and elevations indicated on Drawings and to work with safety surfacing. Much of the playground equipment is accessible and flush transitions are required between surfaces.

B. Maximum Equipment Height: Coordinate installed heights of equipment and components with installation of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment. Note that minimum thickness of safety surfaces is detailed in the drawings. Do not install surfacing less then these thicknesses even if the surfacing exceeds the required fall heights. Contractor responsible for installing thicker safety surfaces if required to meet the fall height requirements of the playground equipment installed at no additional costs to owner. Contractor to ensure that all playground safety surfacing meets or exceeds ASTM F1292 requirements.

C. Play Equipment Mounting – Footers for play equipment and the pavilion will be per manufacture’s recommendations. In no case will exposed footers be allowed. See drawings for additional information on design intent and safety surfacing. Play equipment shall have a manufactures indication of where the top of safety surfacing should be located visible on the playground equipment.

D. Play Equipment Adjustment – Movable play equipment components shall be adjusted to operate smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, through entire operational range and for sustained use.

E. Cleaning – After completing playground and other equipment installation, inspect components, remove spots, dirt, debris. Repair damaged finishes to match original finish or replace component. Ensure cleaning is maintained till substantial completion.

F. Materials - : All materials shall be structurally sound and suitable for safe play and public park use. Materials thickness and strengths shall be high quality for a heavily used public park environment. Durability shall be ensured on all materials such as steel parts by the use of time-tested coatings such as zinc plating, galvanizing, or use of stainless steel. Colors shall be as specified or selected from the manufacture's standard colors.

G. Fasteners - Primary fasteners on play equipment shall be tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for tamperproof fasteners.

H. Items to have PVC Finish Coating - Metal components to be PVC-coated shall be thoroughly cleaned in a hot phospatising wash system, then primed with a water-based thermosetting solution or equivalent process. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees.

I. Colors for playground equipment will be determined by the Landscape Architect from the manufacture's standard colors. Playground equipment submitted as an equal shall be capable of matching standard colors similar to approved play equipment manufactures.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01110 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section summarizes the Work covered in detail in the complete Contract Documents.

B. Owner: The City of Fayetteville, Arkansas, 113 West Mountain Street, Fayetteville, AR 72701 is contracting for Work described in the Contract Documents.

1. Contract Identification: **Gulley Park Playground and Splash Pad Improvements** (See more information on Sourcewell Contracts with LSI and Poligon)
2. Location: 1850 E. Township Street, Fayetteville, Arkansas.

C. Landscape Architect/Engineer: The Contract Documents were prepared by City of Fayetteville, Arkansas staff Engineers and Landscape Architects.

1.02 PROJECT DESCRIPTION:

The project includes, but is not limited to, construction of an addition to the playground area including demolition, new playground equipment, safety surfacing, pavilion and shade structures, ~~sitting walls~~, concrete sidewalks, a splash pad, games area, ~~bag toss area~~, ~~irrigation, landscaping~~, drainage and other improvements. (See other documents for description of work)

1.03 WORK BY OTHERS:

A. Work Under Other Contracts: See other Sourcewell Contract

B. Work by Owner: Provide sleeve materials and utilities to site as detailed elsewhere.

C. Other Activities: None.

1.04 CONTRACTOR'S USE OF PREMISES:

A. Exclusive Use: During the construction period, Contractor shall have full use of portions of the site as outlined in the construction drawings for execution of the Work. Use of premises is limited only by Owner's right to perform duties and functions as stated in the GENERAL CONDITIONS and in this Section.

1.05 OWNER'S USE OF PREMISES:

A. The owner does not anticipate a need to use the main contractor area (Area around playground inside of the construction fence) except for unforeseen maintenance needs.

1.06 WORK SEQUENCE:

A. General: Construction sequence shall be determined by Contractor subject to Owner's need for continuous operation of existing facilities, and subject to the requirements as indicated or specified. Note the contract has time for submittals and ordering equipment before work begins on the site.

B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present adjacent facilities will not be disrupted. Shutdown of Owner's operating facilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Owner who shall have control over the timing and schedules of such shutdowns.

1.07 PREORDERED EQUIPMENT AND MATERIALS:

None.

1.08 MEASUREMENT AND PAYMENT:

A. Unit Price Contracts: All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the "Unit Price Schedule" in the Agreement. A Unit Price is an amount proposed by Contractor and stated in the Agreement as a price per unit of measurement for materials or services. The unit price includes **all** costs such as, purchasing materials and equipment, labor, installation, taxes, and incidentals associated with the item.

B. Specific Items: Measurement and payment of specific items shall be as specified in each applicable Section of the TECHNICAL SPECIFICATIONS.

1.09 COPIES OF DOCUMENTS:

A. Furnished Copies: After execution of Agreement, Contractor will be furnished at no cost, a maximum of three (3) sets of Contract Documents consisting of full-size Contract Drawings including revised Drawings and the Project Manual, in addition to those used in execution of the Agreement.

B. Additional Copies: Additional copies of above documents will be supplied by Engineer upon request of Contractor and approval of Owner.

1.10 LIST OF DRAWINGS (AND SCHEDULES):

A. Contract Drawings:

1. Each sheet of the Contract Drawings bears the following general title:

GULLEY PARK Playground and Splash Pad Improvements

2. Individual sheet numbers and titles are as stated on the SHEET INDEX page of the Contract Drawings.

1.11 SCHEDULE OF OWNER-SUPPLIED EQUIPMENT AND MATERIALS:

Egg Sculpture – See drawings for tot area.

END OF SECTION 01110

SECTION 01250-CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Minor changes in the Work.
   2. Proposal request.
   3. Work Change Directive.

B. Related Sections:
   1. DOCUMENT 00700 – GENERAL CONDITIONS.
   2. Supplementary Conditions, if any.

1.02 MINOR CHANGES IN THE WORK

A. Landscape Architect / Engineer will advise Contractor of minor changes in Work not involving an adjustment to Contract Price or Contract Times as authorized by the DOCUMENT 00700 – GENERAL CONDITIONS, Subparagraph 9.05 by issuing Field Orders.

1.03 PROPOSAL REQUEST

A. Owner-Initiated Proposal Requests:
   1. LANDSCAPE ARCHITECT / ENGINEER may issue a Proposal Request, including detailed descriptions of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time.
      a. If necessary, the description will include supplemental or revised Drawings and Specifications.
      b. Proposal Requests issued by LANDSCAPE ARCHITECT / ENGINEER are for information only. Do not consider them instructions either to stop Work in progress or to execute the proposed change.
   2. CONTRACTOR shall submit cost proposal, including any request for an extension in Contract Times, within 14 days of receipt of Proposal Request.
   3. In order to facilitate checking of CONTRACTOR's proposals for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials, and Subcontracts. Labor and materials shall be itemized in a manner acceptable to the Landscape Architect / Engineer. Where major cost items are for Subcontracts, they shall be itemized also. Document each proposal for a change in cost or time with sufficient data to support computations, including the following:
      a. Include list of quantities of Products, labor, and equipment required or eliminated and unit costs, with total amount of purchases and credits to be made.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Indicate amounts for insurance and bonds.
      d. Indicate amounts for Contractor's overhead and profit.
      e. Include justification for any change in Contract Time.
      f. Include credit for deletions from Contract, similarity documented.

g. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
   (1) Use available total float before requesting an extension of the Contract Time.

4. On Owner's approval of a proposal request, Landscape Architect / Engineer will issue Change Orders for signatures by Owner and Contractor as provided in the DOCUMENT 00700 – GENERAL CONDITIONS.
   a. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values accordingly.

1.04 WORK CHANGE DIRECTIVE

A. Landscape Architect / Engineer may issue a Work Change Directive, signed by Owner and Landscape Architect / Engineer, including detailed descriptions of changes, and identifying method for determining any change in Contract Price or Contract Time, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Contractor shall promptly execute the change.
   2. Work Change Directives shall be issued on Owner's standard form.

B. Contractor shall maintain detailed records for changes in the Work performed on a time and material basis.
   1. Submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

C. Landscape Architect / Engineer will issue Change Order CONDITIONS.

D. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values for signatures by Owner and Contractor as provided in DOCUMENT 00700 – GENERAL accordingly.

END OF SECTION 01250

SECTION 01270 – UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Submission procedures.
   2. Changes of Contract Sum.
   3. Description of Unit Prices.

B. Related Sections:
   1. DOCUMENT 00500 –AGREEMENT.
   2. DOCUMENT 00700 – GENERAL CONDITIONS.

1.02 SUBMISSION PROCEDURES

A. Include as an Appendix, Unit Prices for Work or materials listed in this Section.
   1. Such Unit Prices shall apply for additions and deletions.
   2. See Article 3.02 for additional information pertaining to lump sum bid and schedule of values.

1.03 CHANGES TO CONTRACT SUM

A. Unit Prices shall constitute full compensation or credit, as the case may be, for the complete provision, fabrication, and installation of each item listed in this Section based solely on Work in place, including all necessary labor, product, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete the Work in place, , and including insurance, sales taxes overhead, profit and supervision.

B. Unit Prices accepted by the Owner and Contractor shall be identified in the Owner-Contractor Agreement.

C. Contractor shall take measurements and compute quantities for which Unit Price items are applicable.
   1. Engineer will verify measurements and quantities.
      a. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as the Engineer requires.
   2. Final payment for Work governed by Unit Prices will be made on the basis of the actual measurements and quantities accepted by the Engineer or Landscape Architect multiplied by the Unit Price for Work which is incorporated in or made necessary by the Work.
   3. Payment will not be made for any of the following:
      a. Products wasted or disposed of in a manner unacceptable to Engineer.
      b. Products which Engineer determines as unacceptable before or after installation.
      c. Product not completely unloaded from the transporting vehicle.
      d. Products installed beyond the lines and levels of the required Work.
      e. Products not installed after completion of Work.
      f. Loading, hauling, and disposing of rejected Products.

1.04 DESCRIPTION OF UNIT PRICES

Measurement and Payment of specific items shall be as specified in each applicable section of the TECHNICAL SPECIFICATIONS.

END OF SECTION 01270

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Schedule of values.
   2. Applications for payment.

B. Related Sections:
   1. DOCUMENT 00700 – GENERAL CONDTIONS.

1.02 APPLICATIONS FOR PAYMENT

A. Format: Document 01290.01 supported by Document 01290.02 or other approved format.
   1. Owner will provide Contractor an electronic copy of Documents 01290.01 and 01290.02. or other mutually aggregable document for working with Sourcewell Contracts.

B. Payment Period: As specified under DOCUMENT 00700 – GENERAL CONDITONS Article 14.

C. Preparation of Applications:
   1. Present required information in typewritten form.
   2. Execute application by signature of authorized officer of Contractor's firm.
   3. Indicate dollar value in each column of each line item for portion of Work completed through the last day of the application period, and for products properly stored in accordance with the Contract Documents through the last day of the previous application period.
   4. Not used.
   5. Complete every entry on form.
   6. Indicate each authorized Change Order as separate items on continuation sheet.
      a. List by appropriate Change Order Number.
      b. Indicate dollar value breakdown of each Change Order by each applicable Project Manual Section.

D. Submittal Procedure:
   1. Comply with DOCUMENT 00700 - GENERAL CONDITIONS Article 14.
   2. Submit 5 copies of each Application for Payment.
   3. Submit an updated Construction Progress Schedule with each Application for Payment.
   4. Submit waivers of mechanics liens from Contractor, Subcontractors, sub-subcontractors, and Material and Equipment Suppliers for amounts certified by Landscape Architect / Engineer for construction period covered by previous application for payment.
      a. Submit on form acceptable to Owner.
   5. Substantiating data:
      a. When Owner or Engineer requires substantiating information to support Contractor's application for payment, submit data justifying dollar amounts which are in question.

b. Provide 1 copy of data with cover letter for each copy of Application for Payment.
   (1) Indicate application number and date.
   (2) List each item in question by continuation sheet identification.

6. Submit application for final payment in accordance with DOCUMENT 00700 – GENERAL CONDITIONS Article 14.

END OF SECTION 01290

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS

PART 1 - GENERAL

1.01 Summary: This Section includes the following administrative and procedural requirements:

A. Project Meetings:
   1. Preconstruction conference.
   2. Progress meetings.

B. Schedules and Reports:
   1. Comply with SECTION 01321 SCHEDULE.

C. Related Work Specified Elsewhere:
   1. For Schedules: SECTION 01321.
   2. For Submittal Requirements: SECTION 01330.

1.02 PROJECT MEETINGS:

A. Preconstruction Conference:
   1. Landscape Architect/Engineer will conduct a meeting within 20 days after the Effective Date of the Agreement, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during performance of the Work.
   2. Preconstruction conference shall be attended by:
      a. Contractor and his superintendent.
      b. Landscape Architect/Engineer and Resident Project Representative if any.
      c. Representative(s) of Owner.
      d. At Landscape Architect/Engineer's option, representatives of principal Subcontractors and Suppliers.
   3. Meeting Agenda:
      a. Construction schedules.
      b. Critical Work sequencing.
      c. Designation of responsible personnel.
      d. Project coordination.
      e. Procedures and Processing of:
         (1) Field decisions.
         (2) Substitutions.
         (3) Submittals.
         (4) Change Orders.
         (5) Applications for Payment.
         (6) Proposal Requests.
         (7) Contract Closeout.
         (8) Requests for Interpretation.
         (9) Field Orders.
         (10) Work Change Directives.
      f. Procedures for testing.
      g. Procedures for maintaining record documents.
      h. Use of Premises:
         (1) Office, work, and storage areas.
         (2) Owner's requirements.

i. Construction facilities, controls, and construction aids.
j. Temporary utilities.
k. Safety.
l. Security.
m. Not used.
n. Not used.
o. Not used.

4. Location of Meeting: At or near the Project Site.
5. Reporting:
   a. Within 7 working days after the meeting, Landscape Architect/Engineer will prepare and distribute minutes of the meeting to Owner and Contractor.
   b. Contractor shall provide copies to Subcontractors and major Suppliers.

B. Progress Meetings:
1. Engineer shall schedule and conduct monthly meetings, or at other intervals as requested by Owner. Representatives of the Landscape Architect/Engineer, Resident Project Representative, and Contractor shall be present at each meeting. With Landscape Architect/Engineer's concurrence, Contractor may request attendance by representatives of Subcontractors, Suppliers, or other entities concerned with current program or involved with planning, coordination, or performance of future activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
   a. Contractor and each Subcontractor represented shall be prepared to discuss the current construction progress report and any anticipated future changes to the schedule.
2. Location of Meetings: At or near Project Site.
3. Reporting:
   a. Within 7 working days after each meeting, Landscape Architect/ Engineer shall prepare and distribute minutes of the meeting to Owner and Contractor.
   b. Contractor shall distribute copies to principle Subcontractors and Suppliers.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01320

SECTION 01321 –SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes procedural requirements for preparation, submittal, and updating of Contractor's construction progress schedules.

B. Related Work:

1. Documents affecting work of this Section include, but are not limited to: General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Section 01290 – Payment Procedures.
3. Section 01320 – Project Meetings, Schedules, and Reports.

1.02 FORMAT

A. Prepare Schedules as a Gantt chart with separate bar for each major portion of Work or operation, identifying first work day of each week.

B. Sequence of Listings: The chronological order of the start of each item of Work.

C. Scale and Spacing: To provide space for notations and revisions.

D. Sheet Size: Minimum multiples of 8-1/2 x 11 inches, preferred 11x17 inches.

1.03 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. The schedule shall clearly indicate the sequence of construction for the various items.

B. Identify work of separate stages and other logically grouped activities.

C. Provide sub-schedules to define critical portions of the entire Schedule.

D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the cut-off date for each monthly pay estimate.

1.04 SUBMITTALS

A. Submit a finalized construction progress schedule within fifteen (15) days after date of Notice of Award or at least one (1) day prior to the pre-construction conference, whichever occurs first. After review, resubmit required revised data within ten (10) days.

B. Submit monthly revisions with each pay estimate.

1.05 REVISIONS TO SCHEDULES

A. Indicate progress of each major activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

C. Not Used.

1.06 DISTRIBUTION

A. Distribute copies of reviewed Schedules to project site file, Subcontractors, suppliers, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Schedules.

END OF SECTION 01321

SECTION 01330 – VERIFICATION SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section pertains to an awarded project and includes includes description and requirements for submittals the contractor will need to have approved:
   1. Submittals types:
      a. Action Submittals
      b. Informational Submittals
      c. Mock Up Submittals

B. Related sections:
   1. 01290 – Payment Procedures.
   2. 01310 – Project Management and Coordination.

1.2 DEFINITIONS

A. Action Submittal: Written and graphic information submitted by Contractor that requires Landscape Architect/Engineer's approval.

B. Informational Submittal: Information submitted by Contractor that does not require Landscape Architect/Engineer's approval.

C. Mock Up Submittals: Contractor built examples of the work to show quality or test items such as finishes and colors. If included in the project, Mock-ups will be clearly defined and called out in the construction documents.

1.3 PROCEDURES

A. Direct Submittals to Landscape Architect/Engineer.

B. Contractor will submit all submittals electronically using the Landscape Architect/Engineer's email addresses. If file sizes are too large contractor will use drop box or other approved method to facilitate the transfer of submittals and related files.

C. Transmittal of Submittal:
   1. Contractor shall:
      a. Review each submittal and check for compliance with Contract Documents.
      b. Stamp each submittal with uniform approval stamp before submitting to Landscape Architect/Engineer.
         1). Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval and statement certifying that submittal has been reviewed, checked, and approved for compliance with Contract Documents.
         2). Landscape Architect/Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
   2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form. A blank Transmittal of Contractor's Submittal form may be provided by Landscape Architect/Engineer.
   3. Identify Each Submittal with the Following:

a. Numbering and Tracking System:
   1) Submittal No. 1090-001, etc.
b. Sequentially number each submittal.
c. Resubmission of submittal shall have original number with sequential alphabetic suffix (ie: Resubmittal No. 1090-001-A).
   1). Specification section and paragraph to which submittal applies.
   2). Project title and Landscape Architect/Engineer's project number.
   3). Date of transmittal.
   4). Names of Contractor, subcontractor or Supplier and Manufacturer as appropriate.

4. Identify and describe each deviation or variation from Contract Documents.

D. Format:
1. Do not base Shop Drawings on reproductions of Contract Documents.
2. Package submittal information by individual Specification section. Do not combine different Specification sections together in submittal package, unless otherwise directed in Specification.
3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
4. Index with labeled tab dividers in orderly manner.

E. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual Specification sections.

F. Processing Time:
1. Time for review shall commence on Landscape Architect/Engineer's receipt of submittal.
2. Landscape Architect/Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 30 days after receipt, unless otherwise specified.
3. Re-submittals will be subject to same review time.
4. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent re-submittals.

G. Re-submittals: Clearly identify each correction or change made.

H. Incomplete Submittals:
1. Landscape Architect/Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
2. When any of the following are missing, submittal will be deemed incomplete:
   a. Contractor's review stamp completed and signed.
   b. Transmittal of Contractor's Submittal completed and signed.
3. Submittals not required by Contract Documents may not be reviewed and may be returned stamped "Not Reviewed."
4. Landscape Architect/Engineer will keep one electronic copy and return one electronic copy to Contractor.

I. Coordination with Project:
1. It is the Contractor's responsibility to coordinate all equipment furnished with project elevations and dimensions and safety surface play requirements. Approval of the submittal does not relieve the Contractor of the responsibility.

2. Contractor shall be responsible for coordinating all project aspects and project changes with all submittals.

1.4 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual Specification sections.

B. Shop Drawings:
   1. Identify and Indicate:
      a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
      b. Equipment and Component Title: Identical to title shown on Drawings.
      c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
      d. Project-specific information drawn accurately to scale.
   2. Manufacturer's standard schematic drawings and diagrams as follows:
      a. Modify to delete information that is not applicable to the Work.
      b. Supplement standard information to provide information specifically applicable to the Work.
   3. Product Data: Provide as specified in individual Specifications.
   4. Foreign Manufacturers: When proposed, include following additional information:
      a. Names and addresses of at least two companies that maintain technical service representatives close to Project.
      b. Complete list of spare parts and accessories for each piece of equipment.

C. Samples:
   1. Copies: One, unless otherwise specified in individual Specifications.
   2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
      a. Manufacturer name.
      b. Model number.
      c. Material.
      d. Sample source.
   3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
   4. Full-size Samples:
      a. Size as indicated in individual Specification section.
      b. Prepared from same materials to be used for the Work.
      c. Cured and finished in manner specified.
      d. Physically identical with product proposed for use.

D. Action Submittal Dispositions: Landscape Architect/Engineer will review, mark, and label/stamp as appropriate, and distribute marked-up copies as noted:
   1. Furnish as Submitted:
      a. Contractor may incorporate product(s) or implement Work covered by submittal.
      b. Distribution
         1). One electronic copy furnished to Resident Project Representative.
         2). One electronic copy retained in Landscape Architect/Engineer's file.
         3). One electronic copy returned to Contractor appropriately annotated.
   2. Furnish as Corrected or Noted:

a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Landscape Architect/Engineer's notations.
b. Distribution:
1). One electronic copy furnished to Resident Project Representative.
2). One electronic copy retained in Landscape Architect/Engineer's file.
3). One electronic copy to Contractor appropriately annotated.

3. Revise and Resubmit:
a. Make corrections or obtain missing portions, and resubmit.
b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Landscape Architect/Engineer's notations.
c. Distribution:
1). One electronic copy furnished to Resident Project Representative.
2). One electronic copy retained in Landscape Architect/Engineer's file.
3). One electronic copy to Contractor appropriately annotated.

4. Rejected:
a. Contractor may not incorporate product(s) or implement Work covered by submittal.
b. Distribution:
1). One electronic copy furnished to Resident Project Representative.
2). One electronic copy retained in Landscape Architect/Engineer's file.
3). One electronic copy returned to Contractor appropriately annotated.

1.5 INFORMATIONAL SUBMITTALS

A. General:
1. Refer to individual Specification sections for specific submittal requirements.
2. Landscape Architect/Engineer will review each submittal. If submittal meets conditions of the Contract, Landscape Architect/Engineer will forward electronic copies to appropriate parties. If Landscape Architect/Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Landscape Architect/Engineer will retain one electronic copy and return one electronic copy with review comments to Contractor, and require that submittal be corrected and resubmitted.
3. Installer: Prepare written statements on Manufacturer's letterhead certifying that installer complies with requirements as specified in individual Specification sections.
4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual Specification sections.

B. Contractor-Design Data:
1. Written and graphic information.
2. List of assumptions.
3. List of performance and design criteria.
4. Summary of loads or load diagram, if applicable.
5. Calculations.
6. List of applicable codes and regulations.
7. Name and version of software.
8. Information requested in individual Specification section.

C. Manufacturer's Instructions: Written or published information that documents Manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.

D. Special Guarantee: Supplier's written guarantee as required in individual Specification sections.

E. Test and Inspection Reports:
   1. General: Shall contain signature of person responsible for test or report.
   2. Factory:
      a. Identification of product and Specification section, type of inspection or test with referenced standard or code.
      b. Date of test, Project title and number, and name and signature of authorized person.
      c. Test results.
      d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
      e. Provide interpretation of test results, when requested by Landscape Architect/Engineer.
      f. Other items as identified in individual Specification sections, some
   3. Field: As a minimum, include the following:
      a. Project title and number.
      b. Date and time.
      c. Record of temperature and weather conditions.
      d. Identification of product and Specification section.
      e. Type and location of test, Sample, or inspection, including referenced standard or code.
      f. Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
      g. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
      h. Provide interpretation of test results, when requested by Landscape Architect/Engineer.
      i. Other items as identified in individual Specification sections.

END OF SECTION 01330

SECTION 01420 – DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 SUMMARY:

A. Definitions:
   1. Basic contract definitions used in the Contract Documents are defined in the GENERAL CONDITIONS. Definitions and explanations are not necessarily either complete or exclusive, but are general for the Work.
   2. General Requirements are the provisions or requirements of DIVISION 1 Sections, and which apply to the entire Work of the Contract.

B. Related Information Specified Elsewhere: Specification standards and associations applicable to the Work are specified in each Section and on the drawings.

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATIONS:

A. Not Used.

B. Specification Content:
   1. These Specifications apply certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
      a. Imperative and Streamlined Language: These Specifications are written in imperative and abbreviated form. This imperative language of the technical Sections is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall," "the Contractor shall," and "shall be," and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words "shall be" shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated imperatively or otherwise.
      b. Specifying Methods: The techniques or methods of specifying requirements varies throughout text, and may include "prescriptive," "compliance with standards," "performance," "proprietary," or a combination of these. The method used for specifying one unit of Work has no bearing on requirements for another unit of Work.
      c. Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, notify Landscape Architect/Engineer for a written decision.
      d. Abbreviations: Throughout the Contract Documents are abbreviations implying words and meanings which shall be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology and in conjunction with coordination of Specification requirements with notations on Drawings and in schedules. These are normally defined at first instance of use. Organizational and association names and titles of general standards are also abbreviated.

C. Assignment of Specialists: In certain instances, Specification text requires that specific Work be assigned to specialists in the operations to be performed. These specialists shall be engaged for performance of those units of Work, and assignments are requirements over which Contractor has no choice or option. These assignments shall not be confused with, and are not intended to interfere with, enforcement of building codes and similar regulations governing the Work, local trade and union jurisdictions, and similar conventions. Nevertheless, final responsibility for fulfillment of Contract requirements remains with Contractor.

D. Not used.

1.03 DRAWING SYMBOLS:

A. Except as otherwise indicated, graphic symbols used on Drawings are those symbols recognized in the construction industry for purposes indicated. Refer instances of uncertainty to Landscape Architect / Engineer for clarification.

1.04 INDUSTRY STANDARDS:

A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference and are stated in each Section.

1. Referenced standards, referenced directly in Contract Documents or by governing regulations, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
2. Where compliance with an industry standard is required, standard in effect shall be as stated in GENERAL CONDITIONS or drawings.
3. Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, the Engineer will decide whether to issue a Change Order to proceed with the updated standard.
4. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Landscape Architect / Engineer for a decision before proceeding.
5. Splash Pad and Interactive Fountain are used interchangeably in these documents and refer to the water play feature described in these documents.
6. Playground safety surfacing may be referred to multiple ways in these documents such as, fall surface, safety surfacing, playground surfacing and refers to safety surfacing meeting ASTM and CPSC requirements for public playgrounds and as defined in these documents.

7. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
   a. Where copies of standards are needed for performance of a required construction activity, Contractor shall obtain copies directly from the publication source.

B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

END OF SECTION 01420

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes General Requirements for:
   1. Safety and protection of Work.
   2. Safety and protection of existing property.
   3. Barriers.
   4. Security.
   5. Environmental controls.
   6. Access roads and parking areas.
   7. Traffic control and use of roadways.
   8. Railroad service.

B. Related Work Specified Elsewhere:
   1. Temporary Utilities and Facilities: SECTION 01560.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION

3.01 SAFETY AND PROTECTION OF WORK AND PROPERTY:

A. General:
   1. Provide for the safety and protection of the Work as set forth in GENERAL CONDITIONS. Provide protection at all times against rain, wind, storms, frost, freezing, condensation, or heat so as to maintain all Work and Equipment and Materials free from injury or damage. At the end of each day, all new Work likely to be damaged shall be appropriately protected.
   2. Notify Landscape Architect/Engineer immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.
   3. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, pits, and trenches free of water.
   4. Protect concrete and playground safety surfacing from damage by proper covering and care when handling heavy equipment, painting, or handling mortar or other such materials. .
   5. Protect rock areas designed to hold water under surface to prevent sediment from filling the rock voids.
   6. Not used.

B. Property Other than Owner's:
   1. Provide for the safety and protection of property as set forth in the GENERAL CONDITIONS. Report immediately to the owners thereof and promptly repair damage to existing facilities resulting from construction operations.
   2. Names and telephone numbers of representatives of agencies and utilities having jurisdiction over streets and utilities in the Work area can be obtained from Engineer for the agencies listed below. Some of these contacts are listed in the Contract Drawings. Concerned agencies or utilities shall be contacted a

minimum of 24 hours prior to performing Work, closing streets and other traffic areas, or excavating near underground utilities or pole lines. See drawings for more notice information.

a. Water.
b. Gas.
c. Sanitary sewers.
d. Storm drains.
e. Pipeline companies.
f. Telephone.
g. Electric.
h. Municipal streets.
i. State highways.
j. City engineer.
k. Fire.
l. Police.

3. Not used.
4. Not used.
5. The applicable requirements specified for protection of the Work shall also apply to the protection of existing property of others.
6. Before acceptance of the Work by Owner, restore all property affected by Contractor's operations to the original or better condition.

3.02 BARRIERS:

A. General:

1. Furnish, install, and maintain suitable barriers as required to prevent public entry, protect the public, and to protect the Work, existing facilities, trees, and plants from construction operations. Remove when no longer needed or at completion of Work. Tree protection fencing should remain until the conclusion of the work or permission from the Landscape Architect to remove the tree protection fencing.
2. Materials for barriers may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards or regulatory agencies.
3. Barriers shall be of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
4. Maintain barriers in good repair and clean condition for adequate visibility. Relocate barriers as required by progress of Work.
5. Repair damage caused by installation and restore area to original or better condition. Clean the area.

B. Tree and Plant Protection:

1. Preserve and protect existing trees and plants at the Site which are designated to remain and those adjacent to the Site. See drawings for additional information.
2. Provide temporary barriers around each, or around each group of trees and plants. Unless indicated or specified otherwise, construct to a height of 6 feet around trees.

3. Consult with Landscape Architect and remove agreed-on roots and branches which will interfere with construction.
4. Protect root zones of trees and plants as follows:
   a. Do not allow vehicular traffic or parking under the drip line of trees.
   b. Do not store materials or products under the drip line of trees.
   c. Prevent dumping of refuse or chemically injurious materials or liquids anywhere on site.
   d. Prevent puddling or continuous running water.
5. Carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage of trees and tree roots.
6. Remove and replace trees which are damaged or destroyed due to construction operations, and which were designated to remain.

3.03 ENVIRONMENTAL CONTROLS:

A. Noise Control: OSHA requirements shall be adhered to for this contract. Contractor shall also adhere to Chapter 96: Noise Control of the Fayetteville Code of Ordinances. The Contractor shall conduct their work during normal daytime working hours as approved by the City, with no weekend work without prior authorization.

B. Dust Control:
1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations; and to prevent airborne dust from dispersing into the atmosphere.
2. Not used.
3. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

C. Water and Erosion Control:
1. Provide methods to control surface water to prevent damage to the Project, the Site, Niokaska Creek, and/or adjoining properties.
2. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
   a. Hold the areas of bare soil exposed at one time to a minimum.
   b. Provide temporary control measures such as berms, dikes, and drains.
3. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, and other construction areas; and to direct drainage to proper runoff.
4. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and groundwater.
5. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Site or to adjoining areas.
6. Prevent sediments and harmful chemicals from entering Niokaska Creek.
7. Comply with all other requirements indicated or specified.

D. Debris Control and Clean-Up:
1. Keep the premises free at all times from accumulations of debris, waste materials, and rubbish caused by construction operations and employees. Responsibilities shall include:
   a. Adequate trash receptacles about the Site, emptied promptly when filled.

b. Periodic cleanup to avoid hazards or interference with operations at the Site and to maintain the Site in a reasonably neat condition.
c. The keeping of construction materials such as forms and scaffolding neatly stacked and secured from park users.
d. Immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from walls, surfaces, and metal surfaces before surfaces are marred.

2. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
3. Final cleanup is specified in SECTION 01780 - CONTRACT CLOSEOUT.

E. Pollution Control:
1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations.
2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site in approved locations, and replace with suitable compacted fill and topsoil.
3. Take special measures to prevent harmful substances from entering public waters, sanitary, or storm sewers.
4. Adhere to the Spill Prevention Control and Countermeasures Plan (SPCCP) requirements as stated in 40 CFR Part 112.

3.04 ACCESS ROADS AND PARKING AREAS:

A. New Temporary On-Site Roads and Parking Areas:
1. Locate job trailer, storage areas, and other areas required for execution of the Contract in areas shown on drawings.
a. Consult with Landscape Architect/Engineer regarding any desired deviation therefrom.
b. Parking in the construction area is limited. Contractor's workforce, if space is not available in the construction area, may park in the Gulley Township Parking lot to the east of the site. No construction materials are allowed in the Township Parking Lot and no vehicles are allowed to cross the pedestrian bridge without the written approval of the Engineer.
2. Provide access for emergency vehicles.
3. Maintain traffic areas free of excavated materials, construction equipment, snow, ice, and debris.
4. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
5. Keep fire hydrants and water control valves free from obstruction and accessible for use.
6. Construction:
a. Clear areas required.
b. Fill, compact, and grade the access drive as necessary to maintain suitable support for vehicular traffic under anticipated loadings.
c. Not used.
d. Maintain roads, walks, and parking areas in a sound, clean condition. Repair or replace portions damaged during progress of Work.

7. Removal:
   a. Completely remove temporary materials and construction when construction needs can be met by use of permanent installation, unless construction is to be integrated into permanent construction. Remove and dispose of compacted materials to depths required by various conditions to be met in completed Work.
   b. Restore areas to original, better, or specified condition at completion of Work.

3.05 TRAFFIC CONTROL AND USE OF ROADWAYS:

A. Traffic Control:
   1. The Contractor shall plan and execute the work so that interference with the flow of pedestrian will be the minimum possible.
   2. Not used.
   3. Provide flagmen and other measures for large equipment deliveries or as may be needed for other construction traffic coming to the site.
   4. Remove temporary equipment and facilities when no longer required. Restore grounds to original, better, or specified condition when no longer required.
   5. Not used.
   6. Not used.
   7. Bridge over open trenches where necessary to maintain traffic.
   8. Not used.
   9. The Contractor shall obtain permission from the applicable State, County or local authority(ies) before closing or obstructing any public highway, street or road. This shall include, but not necessarily be limited to, coordination with Fire Departments, 911 services, and other emergency services.
   10. The Contractor shall make the same provisions as described above for the passage of vehicular and pedestrian traffic between private property and public highways, streets and roads or other provisions that are satisfactory to the Owner and the property owners involved.

B. Maintenance of Roadways:
   1. Do not allow dirt and construction debris to accumulate on E. Township Drive at the construction entrance area. If debris or dirt from construction activities is deposited on the road(s), immediately remove materials.

3.06 RAILROAD SERVICE:

A. Maintenance:
   1. Not used.
   2. Not used.

END OF SECTION 01530

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes requirements of a temporary nature not normally incorporated into final Work. It includes the following:
   1. Utility services.
   2. Construction and support facilities.
   3. Construction aids.
   4. Safety and health.
   5. Fire protection.

B. Related Work Specified Elsewhere:
   1. Temporary Barriers and Controls: SECTION 01530.

1.02 REFERENCES:

A. American National Standards Association (ANSI):
   1. A10 Series – Safety Requirements for Construction and Demolition.

B. National Electrical Contractors Association (NECA):
   1. Electrical Design Library – Temporary Electrical Facilities.

C. National Fire Protection Association (NFPA):
   1. 10 – Portable Fire Extinguishers.
   2. 70 – National Electrical Code.
   3. 241 – Safeguarding Construction, Alterations, and Demolition Operations.

D. National Electrical Manufacturers Association (NEMA).

E. Underwriters Laboratories (UL).

1.03 SUBMITTALS:

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Not used.

1.04 QUALITY ASSURANCE:

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
   1. Building Code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, Fire Department, and rescue squad rules.
   5. Environmental protection regulations.

B. Standards:
   1. Comply with NFPA 10 and 241, and ANSI A10 Series standards "Temporary Electrical Facilities."
   2. Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS:

A. Temporary Utilities: If temporary utilities are needed, prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of the permanent service. Note contractor may use one 20amp circuit from the existing restroom for construction work as long as use does not interfere with public use of the restrooms.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, unsanitary conditions, or public nuisances to develop or persist on the Site.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT:

A. Provide new materials and equipment. If acceptable to Engineer, undamaged previously used materials and equipment in serviceable condition may be used. Provide materials and equipment suitable for the use intended, of capacity for required usage, and meeting applicable codes and standards. Comply with requirements of the TECHNICAL SPECIFICATIONS.

B. Water: Provide potable water approved by local health authorities.

C. Water Hoses: Provide adjustable shutoff nozzles at hose discharge.

D. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment. Keep temporary electric outlets protected from public access.

E. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

F. Lamps and Light Fixtures: If needed, provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.

G. Heating Units: If needed, provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a

combination of extinguishers of NFPA-recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES:

A. General:

1. Engage the appropriate local utility company to install temporary service or connect to existing service if needed. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
2. Provide adequate utility capacity at each stage of construction.
3. If needed, obtain and pay for temporary easements required to bring temporary utilities to the Project Site, where the Owner's permanent easement cannot be used for that purpose.
4. Furnish, install, and maintain temporary utilities required for adequate construction, safety, and security. Modify, relocate, and extend systems as Work progresses. Repair damage caused by installation or use of temporary facilities. Grade the areas of Site affected by temporary installations to required elevations and grades, and clean the area. Remove on completion of Work or until service or facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
5. Not used.
6. Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
7. Materials used for temporary service shall not be used in the permanent system unless so specified or acceptable to Engineer.

3.02 TEMPORARY ELECTRICITY AND LIGHTING:

A. New Service:

1. Arrange with utility company and provide service required for power and lighting.
2. Connect temporary service in a manner directed by utility company officials. Provide separate meter for metering of power used by all entities authorized to be at or perform Work at the Project Site.
3. The electric service shall be of sufficient capacity and characteristics for the various construction tools, machinery, lights, heating and air conditioning, pumps, and other tools required by Contractor and his Subcontractors.
4. Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, and lighting. Provide overload protection. Locate multiple outlets spaced so that entire area of construction can be reached by power tools on a single extension cord of 100-foot maximum length. Supply power for electric welding, if any, from either temporary power distribution system or by engine-driven, power-generator sets at Contractor's option.

5. Provide all necessary temporary wiring, panelboards, switches, outlets, and other devices so that power and lighting is available throughout the construction area. Include meters, transformers, overload protection disconnects, automatic ground fault interrupters, and main distribution switch gear. Include overcurrent protection on all conductors of the temporary system.
6. Provide adequate artificial lighting for all areas of Work when natural light is not adequate for Work.
    a. Sufficient light shall be provided for general construction areas and floor areas, with additional sufficient lighting for specific tasks and to meet safety requirements.

B. Use of Existing System:
1. Contractor may use one 20amp circuit from the existing restroom for construction work as long as use does not interfere with public use of the restrooms.

C. Use of Permanent System:
1. Prior to use of permanent system (facilities being constructed by Contractor) for construction purposes, obtain written permission of Owner.
2. Maintain permanent system as specified for temporary facilities.

D. Costs of Installation and Operation:
1. Pay fees and charges for permits and applications.
2. Pay costs of installation, maintenance, removal of temporary services, and restoration of any permanent facilities used.
3. Pay costs of electrical power used.
4. Obtain and pay costs for temporary easements required across properties other than that of Owner.

3.03 TEMPORARY WATER:

A. Contractor can use park supplied water for construction use, irrigation, and fountain use and testing.
1. Owner's existing system may be used for temporary water.
2. Make connections to existing facilities to provide water for construction purposes.
    a. Water Source: Make connections to Owner's service located at point indicated or where instructed by Owner.
3. Modify, supplement, and extend system as necessary to meet temporary water requirements and prevent overloading of existing system.
4. Regulate system to prevent interference with Owner's usage.

B. Use of Permanent System:
1. Prior to use of permanent system for construction purposes, obtain written permission of Owner.
2. Prior to Use of System for Drinking Water:
    a. Disinfect piping.
    b. Obtain inspection and approval of governing authority.

C. Costs of Installation and Operation:
   1. Pay all costs for installation, maintenance, and removal.

3.04 TEMPORARY SANITARY FACILITIES:

A. Contractor-Furnished Facilities:
   1. Contractor may use existing restroom if kept clean from contractor use. If problems arise in use of existing restroom, furnish, install, and maintain temporary sanitary facilities for use through construction period. Remove on completion of Work.
   2. Provide for all construction workers under this Contract and representatives at the Site.
   3. Toilet facilities shall be of the chemical, aerated recirculation, or combustion type, properly vented, and fully enclosed with a glass- fiber-reinforced polyester shell or similar nonabsorbent material.
   4. Water and sewer connected facilities may be installed to extent permitted by governing regulations.
      a. Provide lavatories, mirrors, urinals (where applicable), and water closets in water and sewer connected units. Provide only potable water at lavatories. Provide individual compartments for water closets where the unit is intended for occupancy by more than one person. Provide suitable enclosure with nonabsorbent sanitary finish materials and adequate heat, ventilation and lighting.
      b. Provide separate toilet facilities for male and female construction personnel as required.
   5. Wash Facilities: Install potable water-supplied wash facilities at locations convenient to construction personnel involved in the handling of compounds and materials where wash-up is necessary to maintain a safe, healthy and sanitary condition. Where recommended or required by governing authorities and regulations or recognized standards provide emergency safety showers, emergency eye-wash fountains, showers, and similar facilities. Dispose of drainage properly. Supply soap and other cleaning compounds appropriate for each condition.
   6. Drinking Water Fixtures: Provide containerized tap-dispenser type drinking water units. Provide drinking water fountains if piped potable water is reasonably accessible from permanent or temporary lines.
   7. Supply and maintain toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility. Provide appropriate covered waste containers for used material.

B. Use of Existing Facilities:
   1. Not applicable.

3.05 SEWERS AND DRAINAGE:

A. General: Where sewers or drainage facilities are not available for discharge of effluent, provide containers to remove and dispose of effluent off the Site in a lawful manner. If existing sewers are available for temporary drainage near the Site prior to completion of permanent sewers, provide temporary connections to remove effluent that can be lawfully discharged into the sewers. If existing sewers cannot be used for

discharge, provide drainage ditches, dry wells, waste stabilization ponds, and similar discharge facilities to remove effluent that can be lawfully discharged in that manner.

B. Connect temporary sewers to the municipal sewer systems in the manner directed by the sewer department officials.

C. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy usage, restore to normal conditions promptly. Provide and maintain temporary earthen embankments and similar barriers in and around construction excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rain storms.

3.06 TEMPORARY CONSTRUCTION AIDS:

A. General:
1. Provide construction aids and equipment required by personnel and to facilitate the execution of the Work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.
2. Materials may be new or used, must be suitable for the intended purpose, and meet the requirements of applicable codes, regulations, and standards.
3. When permanent stair framing is in place, provide temporary treads, platforms, and railings for use by construction personnel.

3.07 TEMPORARY SAFETY AND HEALTH:

A. General: Contractor shall be responsible for development of safety and health programs for personnel at Project Site as specified in the GENERAL CONDITIONS.

3.08 TEMPORARY FIRE PROTECTION:

A. General:
1. Contractor shall be responsible for fire prevention and protection in work areas under this Contract.

3.09 INSTALLATION AND REMOVAL:

A. Relocation: Relocate construction aids as required by progress of construction, storage limitations, or Work requirements and to accommodate requirements of Owner and other contractors at the Site.

B. Removal: Remove temporary materials, equipment, and services when construction needs can be met and allowed by use of permanent construction, or at completion of the Project.

C. Repair: Clean and repair damage caused by installation or by use of temporary facilities.

END OF SECTION 01560

Gulley Park

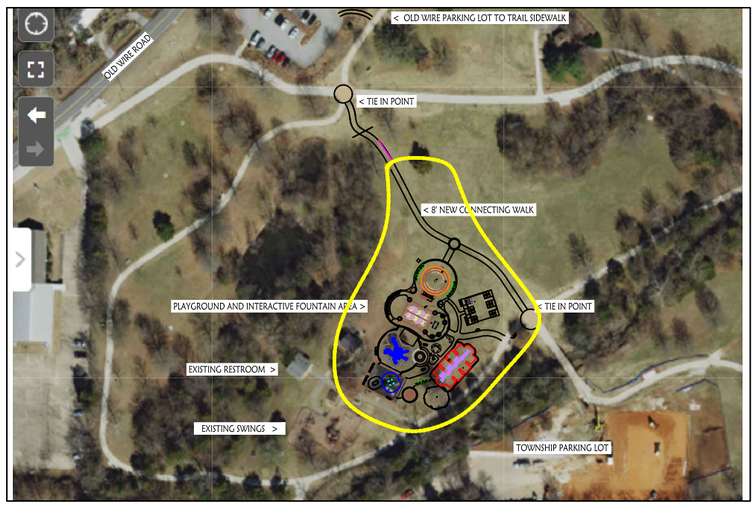
Playground and Splash Pad Improvements

1850 E. Township Street, Fayetteville, AR

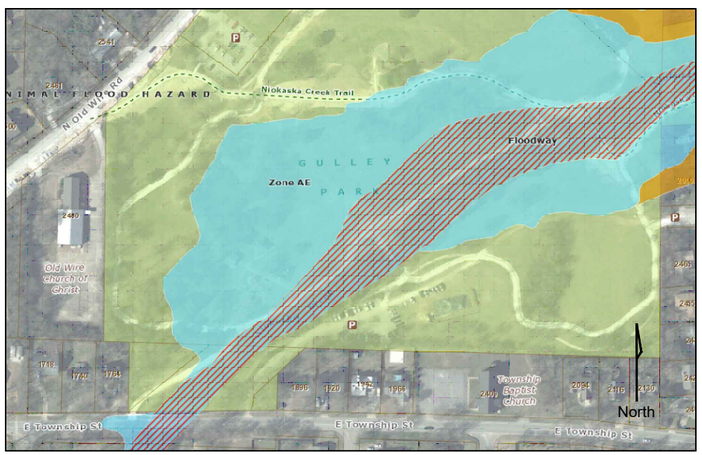


Area Location Map

Park Address: 1850 East Township Street
Fayetteville, Arkansas



Primary Work Area



FLOOD PLAIN:

THIS PROJECT IS CONSTRUCTED IN A FLOODPLAIN AND SMALL PORTION OF FLOODWAY.

Property Legal Description (Portion of Park)

Part of the SE 1/2 of the SW 1/4 of Section 36, T17N, R30W of the Fifth Principal Meridian in Washington County, Arkansas being more particularly described as follows, to-wit: Commencing at the Southwest Corner of said SE 1/4, SW 1/4, thence S 88° 48' E 192.50 Feet, thence N 01°12'E 205.33 Feet to the Point of Beginning, thence N 0° 21'38"W 526.62 Feet to the East R/W of Old Wire Rd. thence N 47°01'10"E 237.68 Feet, thence S 56°14'24"E 154.56 Feet, thence N 39°10'47"E 255.79 Feet thence N 27°57'44"E 397.65 Feet, thence S 47°43'48"E 859.92 Feet, thence S 01°00'E 600.00 Feet, thence N 88°50'49"W 1294.18 Feet to the Point of Beginning: Containing 24.16 Acres more or less subject to R/W and easements of record.

CIRCUIT CLERK

PROJECT AREA SOIL TYPE:

ErE Enders-Leesburg complex, 8 to 20 percent slopes (North ¾ of site)
FaC2 Fayetteville fine sandy loam, 3 to 8 percent slopes eroded (South ¼ of site)

Increase in impervious surface is 1590.5s.f.

Appendix C - Drawings

811 Know what's below. Call before you dig.

PROJECT CONTACT INFORMATION:

PROJECT MANAGER: TED JACK, CPRP, PLA
PARK PLANNING SUPERINTENDENT
PHONE: 479-444-3469

PROJECT ENGINEER:
MATT CASEY, PE
ENGINEERING DESIGN MANAGER
479-444-3429

ALTERNATIVE CONTACTS:
ZACH FOSTER, PARK PLANNER 479 444-3472
BYRON HUMPHRY, MAINTENANCE SUPERINTENDENT
479 575-8368

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER MATTHEW D. CASEY No. 10124

REGISTERED LANDSCAPE ARCHITECT THEODORE JACK 9412 STATE OF ARKANSAS 7/12/22

BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
COVER SHEET

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: Cover
PROJECT: Gulley Playgrd/Ftn

Gulley First Section Through A.dwg
August 25, 2022 8:28 AM
Foster, Zach

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REGISTERED LANDSCAPE ARCHITECT THEODORE JACK 9412 STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Sheet Index

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: Contents
PROJECT: Gulley Playgrd/Ftn

Jack, Ted August 29, 2022 7:49 AM Gulley First Section Through A.dwg

GENERAL NOTES

1. THE CITY OF FAYETTEVILLE SHALL PROVIDE AN AUTOCAD DRAWING FOR USE BY THE CONTRACTOR TO ESTABLISH HIS/HER CONSTRUCTION STAKING. MINOR ADJUSTMENTS IN THE FIELD ARE TO BE EXPECTED AND CONSIDERED AS PART OF THE BASE BID.
2. CAUTION: UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS; HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. SOME UTILITIES MAY HAVE BEEN RELOCATED SINCE THE TIME OF DESIGN AND THE CONTRACTOR'S NOTICE TO PROCEED. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY. ARKANSAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS IN ADVANCE NOTIFICATION THROUGH THE ARKANSAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-482-8998. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THE CALL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RESTORING ANY DAMAGED UTILITIES TO REMAIN. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WATER LINES AND SANITARY SEWER LINES WITHIN PROPOSED CONSTRUCTION LIMITS
3. ALL TREES OUTSIDE THE CONSTRUCTION LIMITS SHALL BE PROTECTED AND SAVED. DO NOT PARK OR STORE EQUIPMENT AND MATERIALS UNDER THE DRIP LINE OF TREES TO REMAIN. DO NOT PUSH PILES OF DEBRIS OR SOIL AGAINST TREES TO REMAIN.
4. DO NOT EXCEED CLEARING AND GRUBBING LIMITS OF CONSTRUCTION INDICATED ON THE PLANS. KEEP HEAVY EQUIPMENT OUT OF NON CONSTRUCTION AREAS.
5. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ADA REQUIREMENTS FOR SLOPES FOR ALL SURFACES. MINOR ADJUSTMENTS TO THE LAYOUT MAY BE NEEDED TO ACHIEVE THIS AND ARE TO BE CONSIDERED AS PART OF THE BASE BID.
6. CONTRACTOR SHALL CONDUCT WORK WITH THE KNOWLEDGE THAT PARK USERS WILL NEED TO WALK BY THIS SITE AND ALSO TO ACCESS THE RESTROOM FACILITY. MAINTAIN THE SITE IN A SAFE AND APPROPRIATE MANNER FOR THE PUBLIC INCLUDING CHILDREN.
7. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY DRAINAGE AS REQUIRED.
8. THE CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS. PLAYGROUND EQUIPMENT TO E REMOVED SHALL BE DEMOLISHED AND NOT REUSED. METAL MAY BE RECYCLED.
9. THE CONTRACTOR SHALL CONTROL EROSION ON THE SITE. GRASS SHALL BE MAINTAINED AND MOWED AS NEEDED UNTIL THE PROJECT IS COMPETED AND ACCEPTED.
10. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION AT THE SITE.
11. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY, COUNTY, STATE, AND FEDERAL REGULATIONS AND CODES AS WELL AS OSHA STANDARDS.
12. THE CONTRACTOR SHALL NOT BEGIN WORK , EXCEPT FOR INSTALLING TREE PROTECTION FENCING AND STORMWATER POLLUTION CONTROLS, UNTIL THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN IMPLEMENTED, AND THE SWPPP, EROSION CONTROL PLAN, AND SIGNED AUTOMATIC NOTICE OF COVERAGE IS POSTED ON SITE..
13. SITE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, AND MAINTAINING ALL SEDIMENT AND EROSION CONTROL BMPS. THE SITE IS NEXT TO NIOKASKA CREEK AND PARTICULAR CARE IS NEEDED TO PREVENT SPILLS AND SEDIMENTS FROM ENTERING THE CREEK.
14. EROSION CONTROL DEVICES SHALL BE INSTALLED AS THE PROJECT PROGRESSES TO COVER AREAS THAT ARE DISTURBED.
15. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP AS A MINIMUM. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
16. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
17. MUCH OF THE CONCRETE FORMWORK INCORPORATES CURVES. CONTRACTOR SHALL INSURE THAT ALL FORMWORK AND THE RESULTING CONCRETE EDGES ARE SMOOTH AND FREE OF WOBBLES OR DEVIATIONS.
18. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ENSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXISTING THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE ARES INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF DRAWING OR SKETCH INDICATING FIELD MEASUREMENT AND NOTES RELATED TO THE AREA. MINOR MODIFICATIONS FOR THE FIELD CONDITIONS IS TO BE EXPECTED AND PART OF THE BASE BID.
19. FILL AREAS SHALL BE PROOF-ROLLED WITH RUBBER TIRED EQUIPMENT WITH A MINIMUM WEIGHT OF 15 TONS PRIOR TO BEGINNING FILL OPERATIONS. AREAS WHICH ARE SOFT OF UNSTABLE SHALL BE UNDERCUT AS NECESSARY AND FILLED WITH STRUCTURAL SOILS TO PROVIDE A STABLE FOUNDATION.
22. FILL AREAS SHALL BE RAISED IN LIFTS NOT EXCEEDING 8" AND COMPACTED W3TH PROPER EQUIPMENT SUITABLE FOR THE SITUATION AND ENVIRONMENT.
24. ANY FOREIGN ITEMS FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE CITY. THIS INCLUDES, BUT IS NOT LIMITED TO PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS, AND ANTIQUES.
25. ALL GRADED AREAS THAT WILL BE TURF SHALL BE FINE GRADED TO PROVIDE POSITIVE DRAINAGE WITH NO STANDING WATER.
26. ALL FILL AND CUT SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED ON PLANS.
27. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITIONS AT ALL TIMES. DAILY AND MORE OFTEN IF NECESSARY INSPECT AND PICK UP ALL SCRAP, WASTE, AND TRASH GENERATED BY THE CONTRACTOR'S WORK AND WORK FORCE.
28. UPON COMPLETION OF THE PROJECT THE CONTRACTOR SHALL CLEAN THE PAVED AREAS AND EQUIPMENT. IF POWER WASHING IS NEEDED UTILIZE FILTERING MATERIAL TO PREVENT DIRT FROM ENTERING PLAYGROUND SURFACING. INSURE THAT SEDIMENT LADEN WATERS DO NOT ENTER NIOKASA CREEK.
29. THE CONTRACTOR SHALL PROVIDE SUCH BRACING, SHEETING AND SHORING, BLASTING PROTECTION WARNING LIGHTS, AND BARRICADES, FENCING, AND SAFETY SIGNAGE AS MAY BE NECESSARY FOR PROTECTION OF LIFE AND PROPERTY FOR EMPLOYEES AND THE GENERAL PUBLIC. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY STATUTES AND RULES REQUIRING CERTAIN PROTECTIVE PERSONAL APPAREL SUCH AS HARD HATS, EAR PLUGS, EYE SHIELDS, PROTECTIVE SHOES, SAFETY SIGNAGE, ETC. THE CITY AND ENGINEER AND LANDSCAPE ARCHITECT ASSUME NO RESPONSIBILITY OR LIABILITY FOR ACTIONS TAKEN BY THE CONTRACTOR AND THE CONTRACTORS WORK FORCE WHICH ENDANGER LIFE AND PROPERTY.
30. INFORMATION IN THE DRAWINGS TAKE PRECEDENCE OVER INFORMATION IN THE WRITTEN SPECIFICATIONS IF THERE ARE DISCREPANCIES. CONTRACTOR TO BRING DISCREPANCIES TO THE ATTENTION OF THE ENGINEER/LANDSCAPE ARCHITECT.

PLAYGROUND GENERAL NOTES:

1. THIS PROJECT CONTAINS A PLAYGROUND. THE CONTRACTOR OR SUB CONTRACTOR SHALL BE EXPERIENCED IN DESIGN AND CONSTRUCTION OF PLAYGROUNDS. WORK SHALL BE IN CONFORMANCE WITH AT A MINIMUM THE LATEST EDITIONS OF ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, ASTM F2223 STANDARD GUIDE FOR ASTM STANDARDS ON PLAYGROUND SURFACING, ASTM 12292 STANDARD SPECIFICATION FOR IMPACT ATTENUATION OF SURFACING MATERIALS WITHIN THE USE ZONE OF PLAYGROUND EQUIPMENT, F1951, F2479, F2373 AND THE CPSC PLAYGROUND SAFETY HANDBOOK. A MEMBER OF THE CONTRACTORS TEAM SHALL BE A CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) TO ASSIST WITH INSURING THE PLAYGROUND IS INSTALLED AND CONSTRUCTED TO INDUSTRY STANDARDS AS OUTLINED IN THE ASTM AND CPSC DOCUMENTS AND OTHER RELEVANT INDUSTRY STANDARDS.
2. PLAYGROUND SAFETY SURFACING SHALL BE TESTED AS OUTLINED IN ASTM F1292 AFTER INSTALLATION TO INSURE COMPLIANCE WITH THE SPECIFICATIONS.
3. ALL PLAYGROUND EQUIPMENT SHALL BE CERTIFIED BY THE INTERNATIONAL PLAYGROUND EQUIPMENT MANUFACTURES ASSOCIATION (IPEMA).
4. DURING PLAYGROUND WORK THE CONTRACTOR SHALL HAVE ON SITE A QUALIFIED SUPERINTENDENT CERTIFIED FOR PLAYGROUND INSTALLATION.
5. THE CONTRACTOR IS RESPONSIBLE FOR INSURING PLAYGROUND EQUIPMENT ACCEPTED AS AN ALTERNATE OR EQUAL FITS WITHIN THE DESIGN OF THE PLAYGROUND AREA. COSTS TO ADAPT, IF ALLOWED, SUCH AS INCREASED FALL SPACES SURFACES, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR WITH NO ADDITIONAL COSTS TO THE OWNER..
6. LIMITED INFORMATION IS PROVIDED ON PLAYGROUND EQUIPMENT INSTALLATION IN THESE DOCUMENTS. CONTRACTOR IS TO OBTAIN AND FOLLOW MANUFACTURES INSTALLATION INSTRUCTIONS.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

UTILITY CONTACTS (PROVIDED AS A CONVIENCE - THIS LIST MAY NOT BE UP TO DATE OR COMPREHESIVE)

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PARK MAINTENANCE
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SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
General Notes

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A1
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:29 AM Gulley First Section Through A.dwg



Overall Park Area with Construction Impacts

At end of job restore all areas that were impacted by construction to pre-construction conditions.

North

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

BEFORE YOU DIG! ARKANSAS ONE CALL
CALL 1-800-482-8998

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SITE USE AREAS INFORMATION

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A2
PROJECT: Gulley Playgrd/Ftn

Gulley First Section Through A.dwg
August 25, 2022 8:29 AM
Foster, Zach



SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
ILLUSTRATIVE CONCEPTUAL PLAN

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **A3**
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:42 AM Gulley First Section Through A.dwg

This drawing provides context to show all work areas.



CALL BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Overall Site View

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: A4
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:42 AM Gulley First Section Through A.dwg



This sheet is used to show general utility locations for water and sewer. Note extreme care needs to be used digging around lines. Contact Bobby Bowlin with the Water & Sewer Dept to observe digging near large water line 479 601-7731. This sheet is not for layout.

This sheet is an overview with text generally to small to easily read. See other sheets that are blow ups of parts of this sheet.

GENERAL NOTES: SEE DRAWINGS AND SPECIFICATIONS FOR MORE INFORMATION

1. CAUTION: UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS; HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. SOME UTILITIES MAY HAVE BEEN RELOCATED SINCE THE TIME OF DESIGN AND THE CONTRACTOR'S NOTICE TO PROCEED. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY. ARKANSAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS IN ADVANCE NOTIFICATION THROUGH THE ARKANSAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-482-8998. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THE CALL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RESTORING ANY DAMAGED UTILITIES TO REMAIN. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WATER LINES AND SANITARY SEWER LINES WITHIN PROPOSED CONSTRUCTION LIMITS

2. THIS DRAWING IS AVAILABLE ON THE CITY OF FAYETTEVILLE GIS PORTAL.

3. THE TRAIL/PATH LIGHTING WAS INSTALLED AFTER THE SURVEY AND ELECTRICAL LINES FOR THE PATH LIGHTING RUNS BETWEEN THE LIGHT POLES.

4. A SEWER LINE RUNS UNDER WHAT WILL BE PART OF THE PLAYGROUND AREA WITH THE SWINGS. AS DESIGNED LOWEST EXCEVATION SHOULD BE APPROXIMATELY 30" ABOVE THE TOP OF THE SEWER PIPE. CAUTION WILL BE NEEDED WHEN WORKING IN THAT AREA.

5. A LARGE WATER LINE RUNS ALONG THE EDGE OF THE PROJECT AREA SHOWN AS 36" DIP ON THIS SHEET. WHEN DIGGING ABOVE AND AROUND THIS LINE CONTACT BOBBY BOWLIN WITH THE CITIES WATER AND SEWER DEPT. TO OBSERVE DIGGING OPERATIONS. 479 601-7731.

Arkansas 811 Know what's below. Call before you dig.

BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

This drawing provides context to show known utilities. Other utilities may be present. Call before you dig.

REGISTERED LANDSCAPE ARCHITECT THEODORE JACK 9412 STATE OF ARKANSAS 7/12/22

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CITY GIS UTILITIES INFORMATION

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A5
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:29 AM Gulley First Section Through A.dwg



Topo Map from City GIS LIDAR Data

This map is for general site understanding. The project was designed based on a survey prepared by the city and included in the grading plans.

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DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
LIDAR Topo of Site

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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

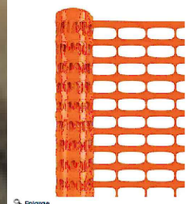
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **A6**
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:41 AM Gulley First Section Through A.dwg

Arkansas 811
Know what's below.
Call before you dig.

Safety Fence - Heavy Duty, 4 x 100', Orange



Enlarge

Control pedestrian and vehicle traffic around temporary hazards.

- Use on construction sites, parking lots or warehouses.
- Reusable plastic mesh.
- 50% stronger for windy, snowy winter conditions.
- Safety Fence Post sold separately.

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	SIZE H x L	THICKNESS (MIL)	TENSILE STRENGTH (LBS./FT.)	LBS./ ROLL	PRICE EACH 1	3	12+	COLOR	IN STOCK SHIPS TODAY
S-22226O	Heavy Duty	4 x 100'	30	204	13	$40	$39	$38	Orange	1 ADD

NOTES:

1. CAUTION: UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS; HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. ARKANSAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS IN ADVANCE NOTIFICATION THROUGH THE ARKANSAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-482-8998.

2. ALL TREES OUTSIDE THE CONSTRUCTION LIMITS SHALL BE PROTECTED AND SAVED. DO NOT PARK OR STORE EQUIPMENT AND MATERIALS UNDER THE DRIP LINE OF TREES TO REMAIN. DO NOT PUSH PILES OF DEBRIS OR SOIL AGAINST TREES TO REMAIN.

3. DO NOT EXCEED CLEARING AND GRUBBING LIMITS OF CONSTRUCTION INDICATED ON THE PLANS. KEEP HEAVY EQUIPMENT OUT OF NON CONSTRUCTION AREAS.

4. CONTRACTOR SHALL CONDUCT WORK WITH THE KNOWLEDGE THAT PARK USERS WILL NEED TO WALK BY THIS SITE AND ALSO TO ACCESS THE RESTROOM FACILITY. MAINTAIN THE SITE IN A SAFE AND APPROPRIATE MANNER FOR THE PUBLIC INCLUDING CHILDREN.

5. THE CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS. PLAYGROUND EQUIPMENT TO E REMOVED SHALL BE DEMOLISHED AND NOT REUSED. METAL MAY BE RECYCLED.

6. THE CONTRACTOR SHALL CONTROL EROSION ON THE SITE. GRASS SHALL BE MAINTAINED AND MOWED AS NEEDED UNTIL THE PROJECT IS COMPETED AND ACCEPTED.

7. THE CONTRACTOR SHALL NOT BEGIN WORK , EXCEPT FOR INSTALLING TREE PROTECTION FENCING AND STORMWATER POLUTION CONTROLS, UNTIL THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN IMPLEMENTED, AND THE SWPPP, EROSION CONTROL PLAN, AND SIGNED AUTOMATIC NOTICE OF COVERAGE IS POSTED ON SITE..

8. SITE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, AND MAINTAINING ALL SEDIMENT AND EROSION CONTROL BMPS. THE SITE IS NEXT TO NIOKASKA CREEK AND PARTICULAR CARE IS NEEDED TO PREVENT SPILLS AND SEDIMENTS FROM ENTERING THE CREEK.

9. EROSION CONTROL DEVICES SHALL BE INSTALLED AS THE PROJECT PROGRESSES TO COVER AREAS THAT ARE DISTURBED.

10. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP AS A MINIMUM. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

Note work on sidewalk may require small amount of tree protection fencing and waddle.

Note small sidewalk connection to parking lot. See details.

Use additional erosion control, tree fencing, and plastic barricade fence in this area during construction of this portion of the walk. Remove after sod has reestablished the disturbed areas.

Erosion Control Waffel

Erosion Control Sediment Fence

4' Tall Orange Construction Fencing

Approximate Trail Location

Adjust fencing/ Sediment controls to encompass more area if needed for equipment and materials storage.

No Equipment in this area. Protect the trees.

Line Legend
4' Orange Plastic Const/Tree Protection Fencing
6' Chain Link Barrier Fence w/ Gates as needed
Erosion Control Waddle
Erosion Control Sediment Fence

Note additional erosion control measures needed at construction entrance, access, and storage areas. Contractor is responsible for maintaining and adjusting erosion control measures as needed to meet regulations.

At drain under existing walk also use waddles and if needed hay bales or other means to prevent sediment from going into Niokaska Creek.

Remove Tree and major roots
Replace hole with compacted fill

Protect Trees

The existing slab remains. Play Equipment & old safety surface to be removed, unless an alternate is accepted that keeps the current equipment. Playequipment to be dismantled and not reused. See stage coach and cow details that require cutting and removing some of existing slab for mounting.

Protect Tree

The swings remain. Demo sand pit and large play unit. Move plastic containment wall to hold engineered wood surfacing in for swings.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
EROSION CONTROL, TREE PROTECTION, DEMO

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE:
SHEET: A7
PROJECT:

Foster, Zach August 25, 2022 8:43 AM Gulley First Section Through A.dwg

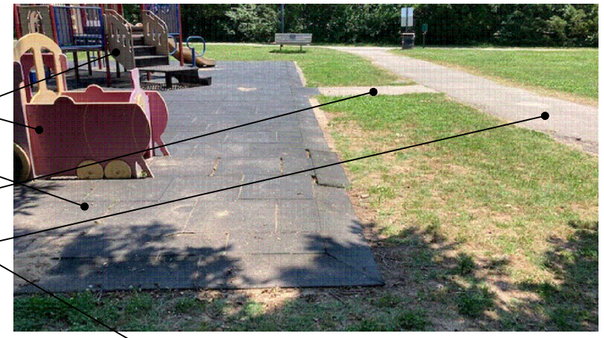


Demolish and remove old playground equipment

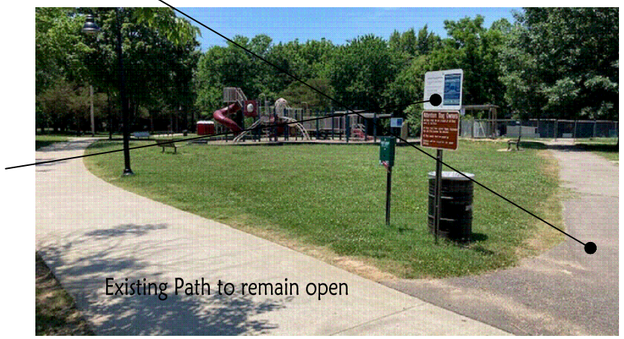
Demolish and remove old playground tiles

Demolish short sidewalk connection

Demolish old asphalt walk
From existing walk to restroom (~162')



Relocate old signs and dog station if necessary.



Existing Path to remain open





Demolish and remove these old wood benches.
Carefully remove donor plaques and give to owner.



Remove old benches / sign in slab



These three trees are to be protected
with tree fencing.

This tree and major roots are to be removed.

Remove and properly dispose of all old benches, playground equipment, and other debris. Playground equipment must be demolished and can not be reused. No construction debris of any kind can be buried on site.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
ADDITIONAL TREE PROTECTION, DEMO INFO

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A8
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:43 AM Gulley First Section Through A.dwg

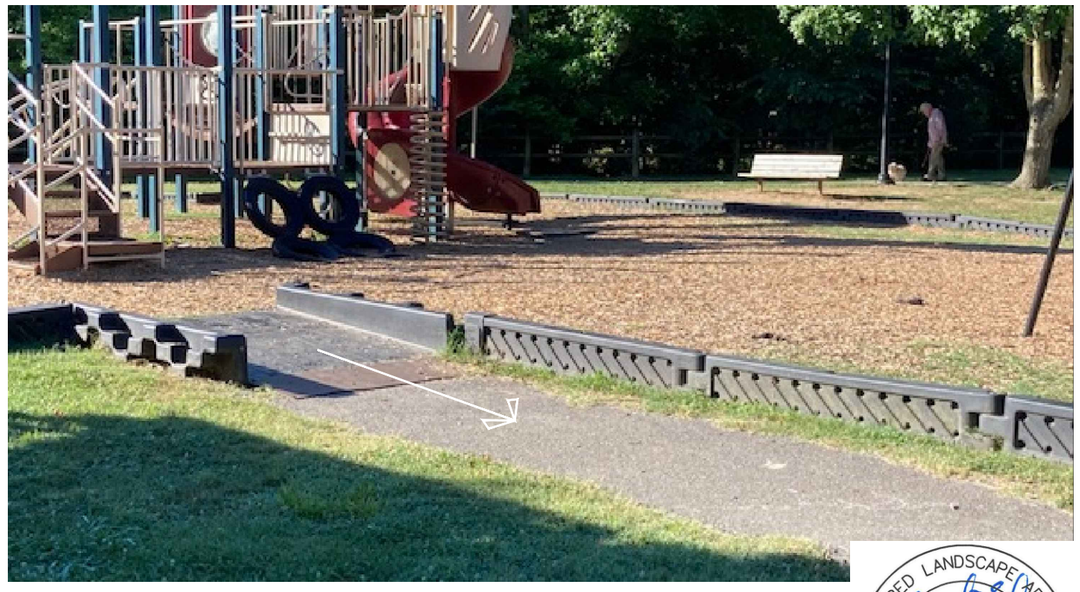


Demolish, remove and properly dispose of old play unit including removing post in ground. Playground equipment must be demolished and can not be reused. Sod or seed space where safety surfacing was located. Level surface before sodding or seeding.

Demolish, remove and properly dispose of old sand pit and wood structure.



Keep existing swings. In space between play unit and swings that does not have plastic playground containment border, use unneeded sections to fill this hole. Slide ramp back so it is still functional. Touch up black swing frame before substantial completion with appropriate black paint. Make sure enough space for the fall zone for the swings is maintained. Save unused playground border sections for parks to pick up.



Slide this existing plastic ramp back so it will continue to work with swings.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

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FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
More Demolition - Exisiting Swings Border

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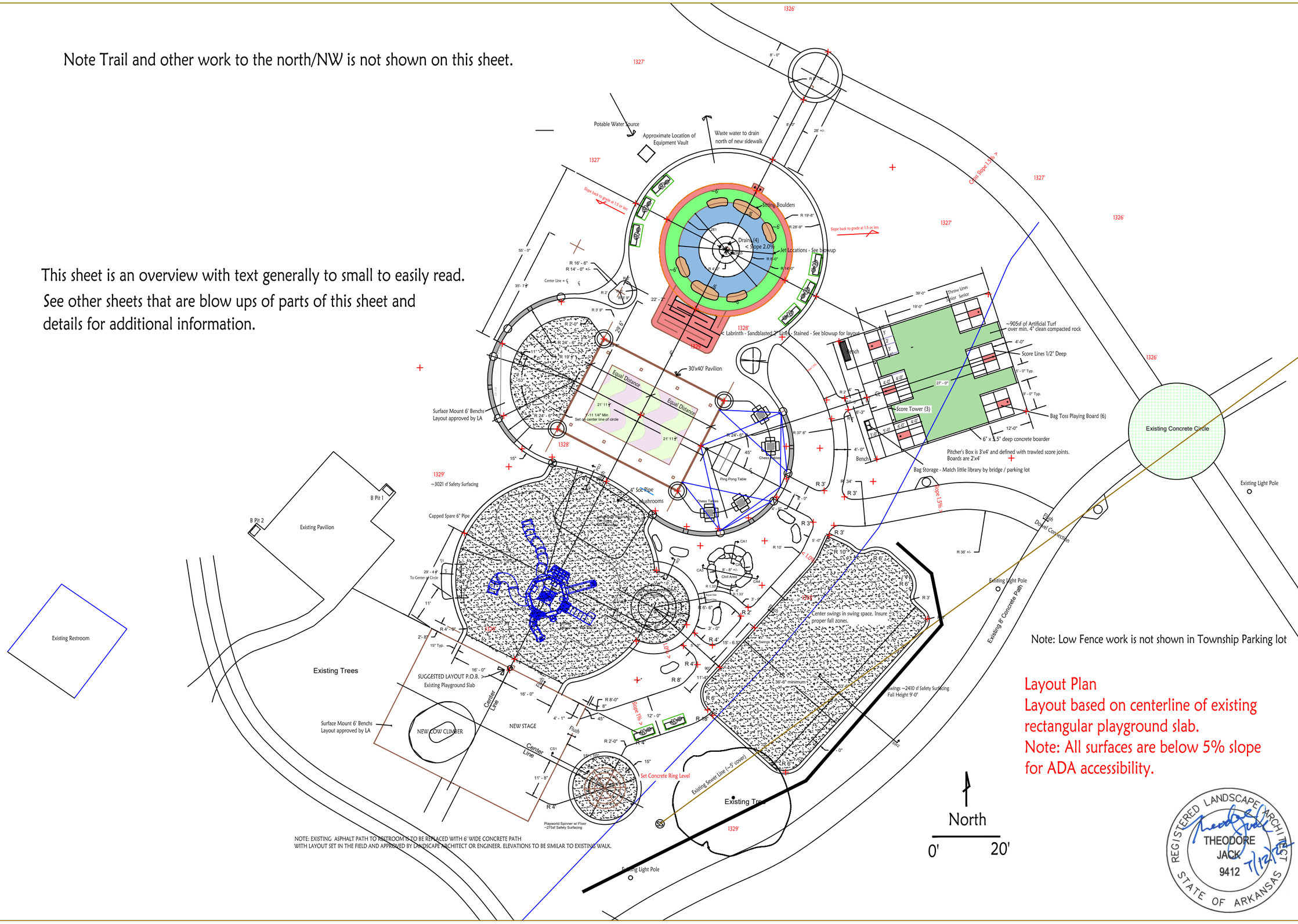
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A9
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:44 AM Gulley First Section Through A.dwg

Note Trail and other work to the north/NW is not shown on this sheet.

This sheet is an overview with text generally to small to easily read.
See other sheets that are blow ups of parts of this sheet and details for additional information.



NOTE: EXISTING ASPHALT PATH TO RESTROOM IS TO BE REPLACED WITH 6' WIDE CONCRETE PATH WITH LAYOUT SET IN THE FIELD AND APPROVED BY LANDSCAPE ARCHITECT OR ENGINEER. ELEVATIONS TO BE SIMILAR TO EXISTING WALK.

Layout Plan
Layout based on centerline of existing rectangular playground slab.
Note: All surfaces are below 5% slope for ADA accessibility.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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DRAWN BY: City
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FILE NAME: GulleyConsDrawings\SecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
OVERALL LAYOUT PLAN

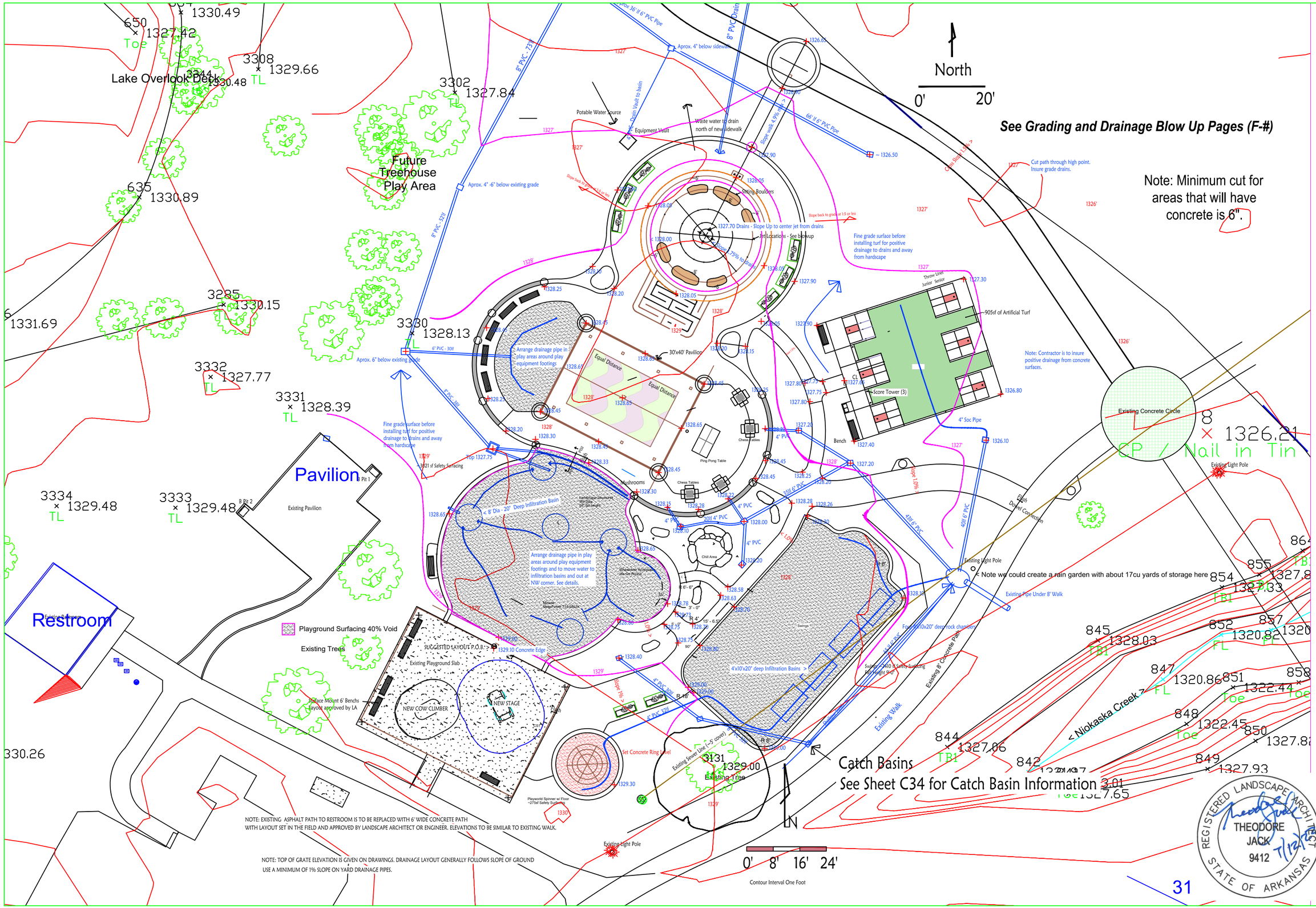
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: B1
PROJECT: Gulley Playgd/Ftn

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Foster, Zach



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August 24, 2022 4:59 PM
Foster, Zach

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Grading Plan - Playground Area

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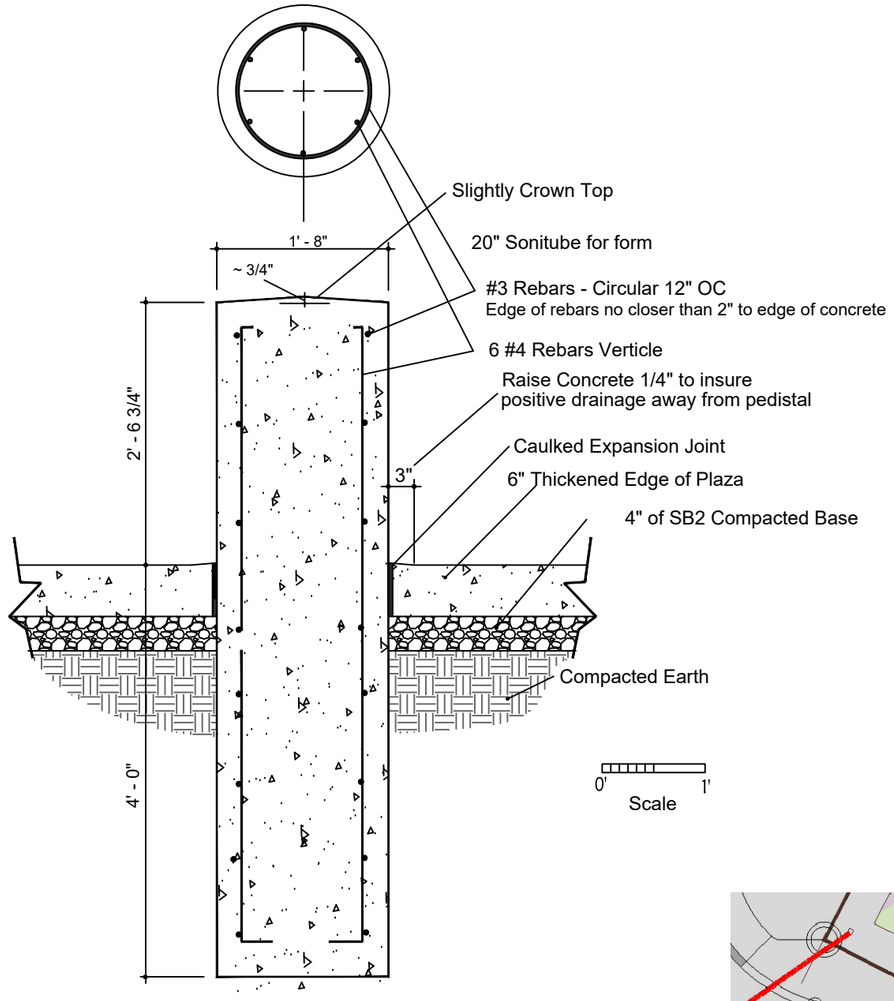
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **B2**
PROJECT: Gulley Playgd/Ftn

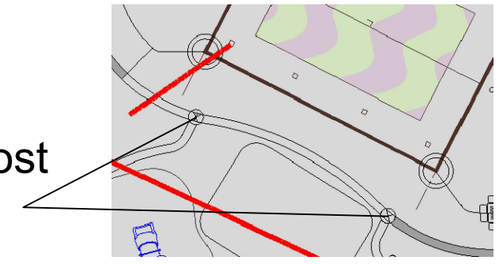
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August 29, 2022 8:9 AM
Foster, Zach

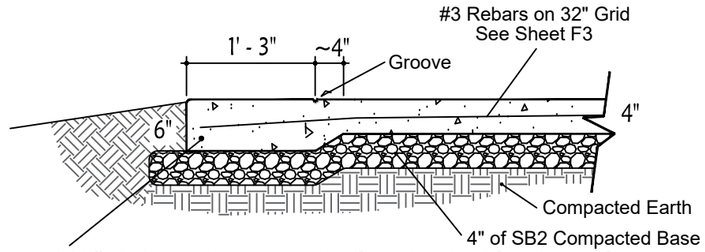
Existing Concrete Circle on Walk
Use Soil Removed From Play Ground for Base
< Note: Increase rock base to 6" depth over this fill area
Slope 1:4.7
Slope 4.9%
Use 8 sf of native stone to protect outfall
Daylight pipe into ditch
12" PVC - 43%
1325.4 or about 4' below existing grade
25' Infiltration Trench - See Detail
12" PVC - 70%
Approximate location of 30" line - Use caution when digging for drain lines
1325.6 or about 4' below existing grade
6" PVC - 10%
Approx. 4' below existing grade
Approx. 90 lf 6" PVC Pipe
6" PVC - 10%
Approx. 4' below existing grade
Playground Walking Loop
Lake Overlook Dam
Future Treehouse Play Area
Pavilion
Restroom
Playground Surfacing 40% Void
Existing Trees
Note: Move 6' Bench from Restroom to Pavilion
Existing Playground Equipment
Existing Asphalt Path
Existing Concrete Path
Existing Pavilion
Existing Restroom
Existing Basketball Court
Existing Tennis Courts
Existing Parking Lot
Existing Shed
Existing Playground Equipment
Existing Light Pole
Existing Concrete Retaining Wall
Existing Concrete Curb
Existing Concrete Ramp
Existing Concrete Steps
Existing Concrete Slab
Existing Concrete Pad
Existing Concrete Footing
Existing Concrete Foundation
Existing Concrete Foundation Wall
Existing Concrete Foundation Pier
Existing Concrete Foundation Footing
Existing Concrete Foundation Slab



Pedestals (2) without support post

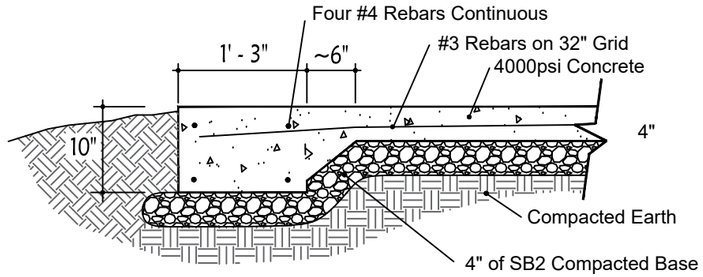
Note: This detail is for the two pedistals south of the pavilion.





6" Thickened Edge of Plaza Detail

Note: This detail is for edge of plaza at fountain and pavilion except where future sitting wall will be located.



10" Thickened Edge of Plaza Detail

Note: This detail is for edge of plaza where future seating walls will be located.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PEDESTAL AND PLAZA EDGE DETAILS

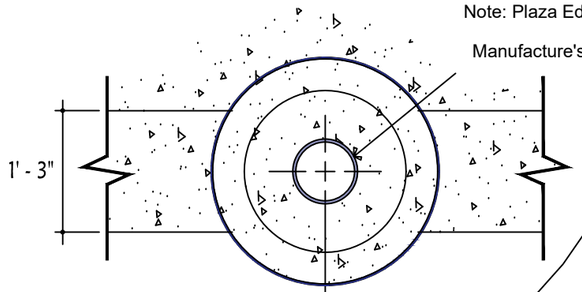
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CITY OF FAYETTEVILLE ARKANSAS

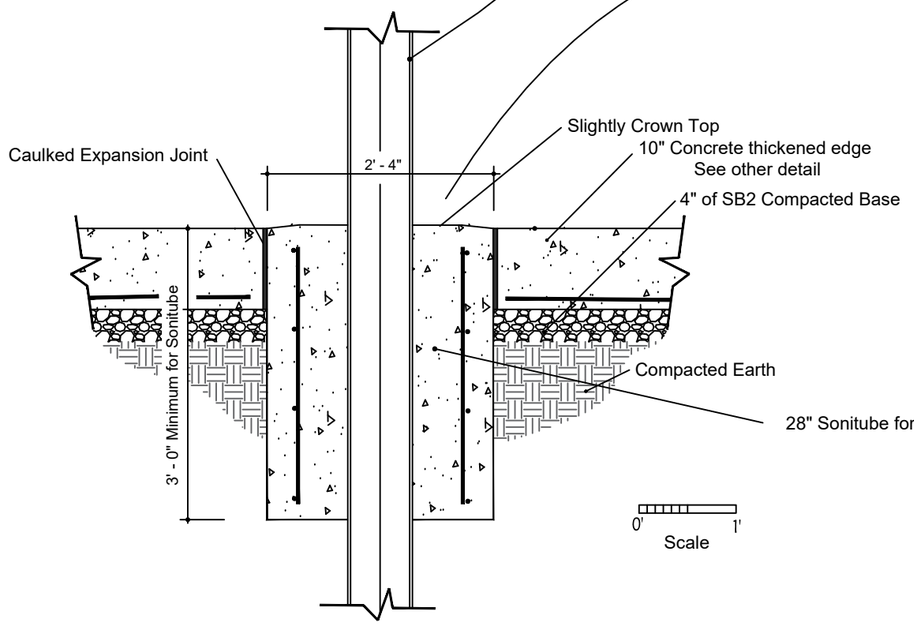
DATE: Jan 9, 2023
SHEET: C6 REV
PROJECT: Gulley Playgd/Ftn

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January 9, 2023 12:37 PM
Jack, Ted



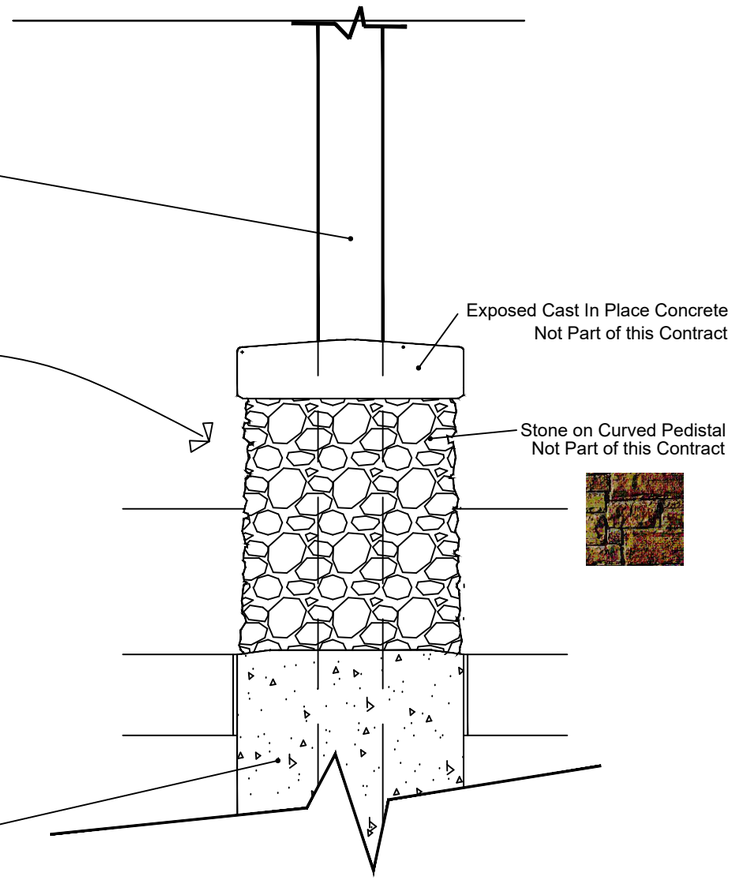
Note: Plaza Edge Varies by Post

Manufacture's post - Size TBD



The at grade sonitube base is to support the future stone and poured in place cap for the pedistal.

Note slope on finished concrete includes sloping to future drain slots in sitting wall and to two drains in concrete deck. See other details for those locations.



Pedestal Bases (8) with Shade Post

Note: Shade post foundation design by others. This detail suggest how the design shall include a base able to support the future pedestal.

Note: Post locations must be carefully set to be inline with arcs shown in these construction documents.

This detail is for informational purposes

The Sitting Walls, Above Grade Pedistal is future work that is not part of this contract.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/23

SURVEYED BY: City
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FILE NAME: SourcewellContDetailModifications.dwg

TITLE: *GULLEY PARK*
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SHADE POST RELATED DETAILS

REVISED

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1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: Jan 9, 2023
SHEET: C7 REV
PROJECT: Gulley Playgd/Ftn

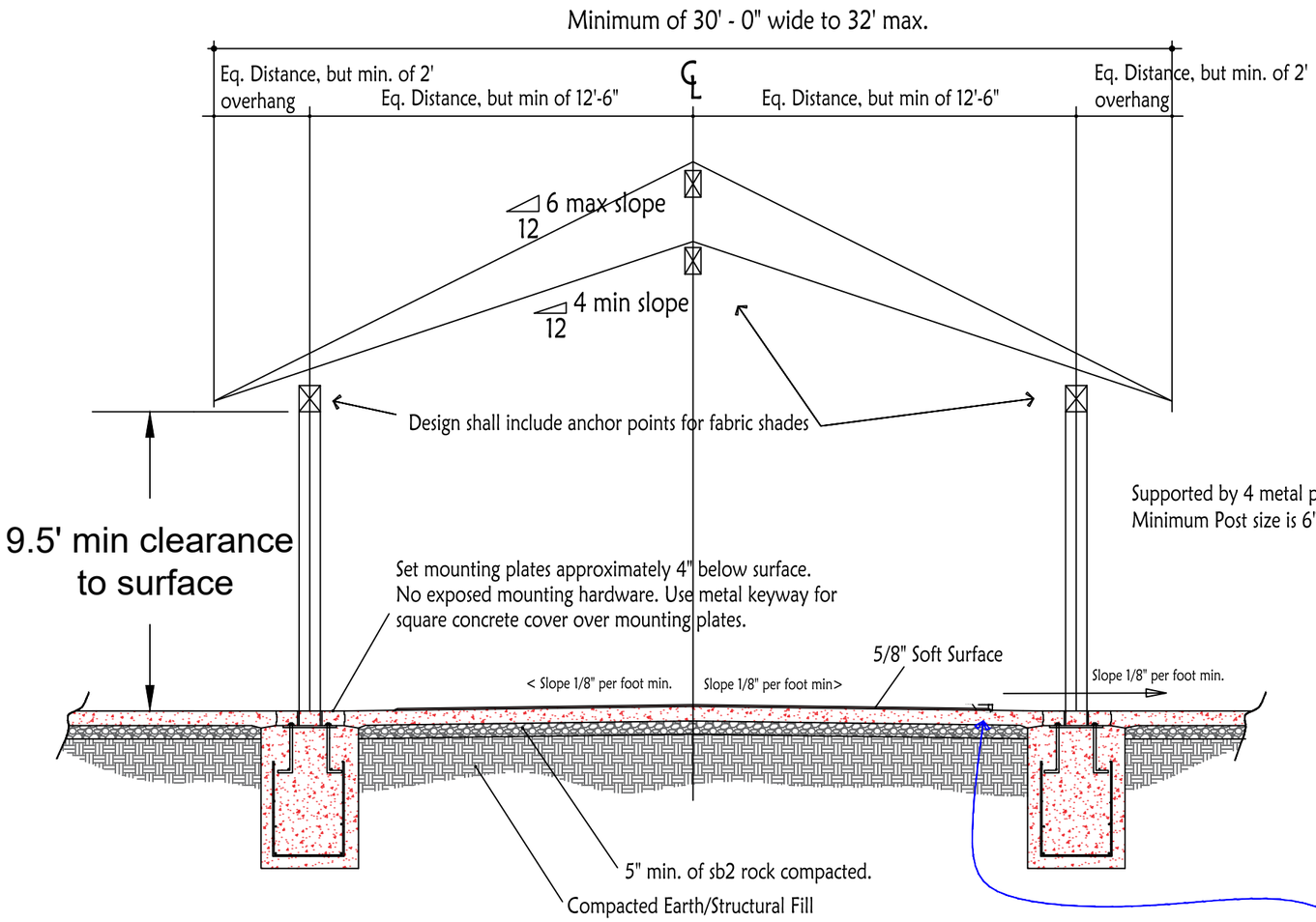
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January 9, 2023 12:43 PM
Jack, Ted

Note that fabric shades must be mounted a minimum of 10' from the ground on the low side which is at the round pipes. The shade sails also attach to the pavilion which must be engineered to allow the shade fabric to be attached to the metal structure at the gable ends.

Shade fabric shall be fire retardant and pass NFPA 701 and ASTM E84 test. Fabric shall block at minimum 80% of sun rays. UV stabilized. Connections to the shelter shall be clean, free of sharp edges, and professional looking.
Cables, connectors, and tighting devices shall be stainless steel or hot dipped galvanized. 10 year warranty minimum. Roof is multi-ribbed galvanized steel 24 gauge. Color tentatively to be Polygon Patina Green, but may be different selected from standard colors of manufacture.

Metal Pavilion, no wood pavilions. Poligon Rek(www.poligon.com), Smith Steel Works (https://www.smithsteelworks.com) or other pre approved manufactures.

Design for pavilion and shade structures must meet relevant building codes.
See sheet C3A for additional information for gable end.



Pavilion Structure, footers, & foundation per manufacture's drawings which must be stamped by a Arkansas properly Licensed Engineer and designed to meet applicable codes.

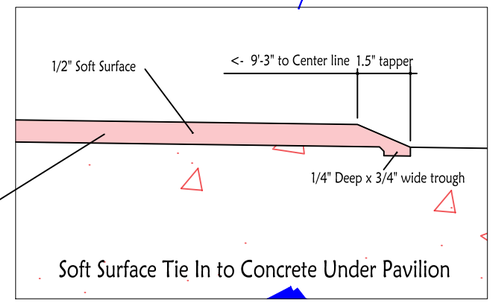
Note: Pavilion shall have a minimum of 1200sf under roof.
Pavilion must meet codes, including 110mph wind load.
Engineer stamped shop drawings including the design of the pavilion, pavilion footings, and shade sales, and support structures must be included in submittal for pavilion.

Pavilion Section - PS1-PS2

0' 1' 2' 3'



Soft Surface under pavilion is a poured-in-place 30% black, 70% colored EPDM rubber granules. Pattern to be provided by owner. Colors expected to include green, red, beige, and blue.



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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PAVILION SECTION

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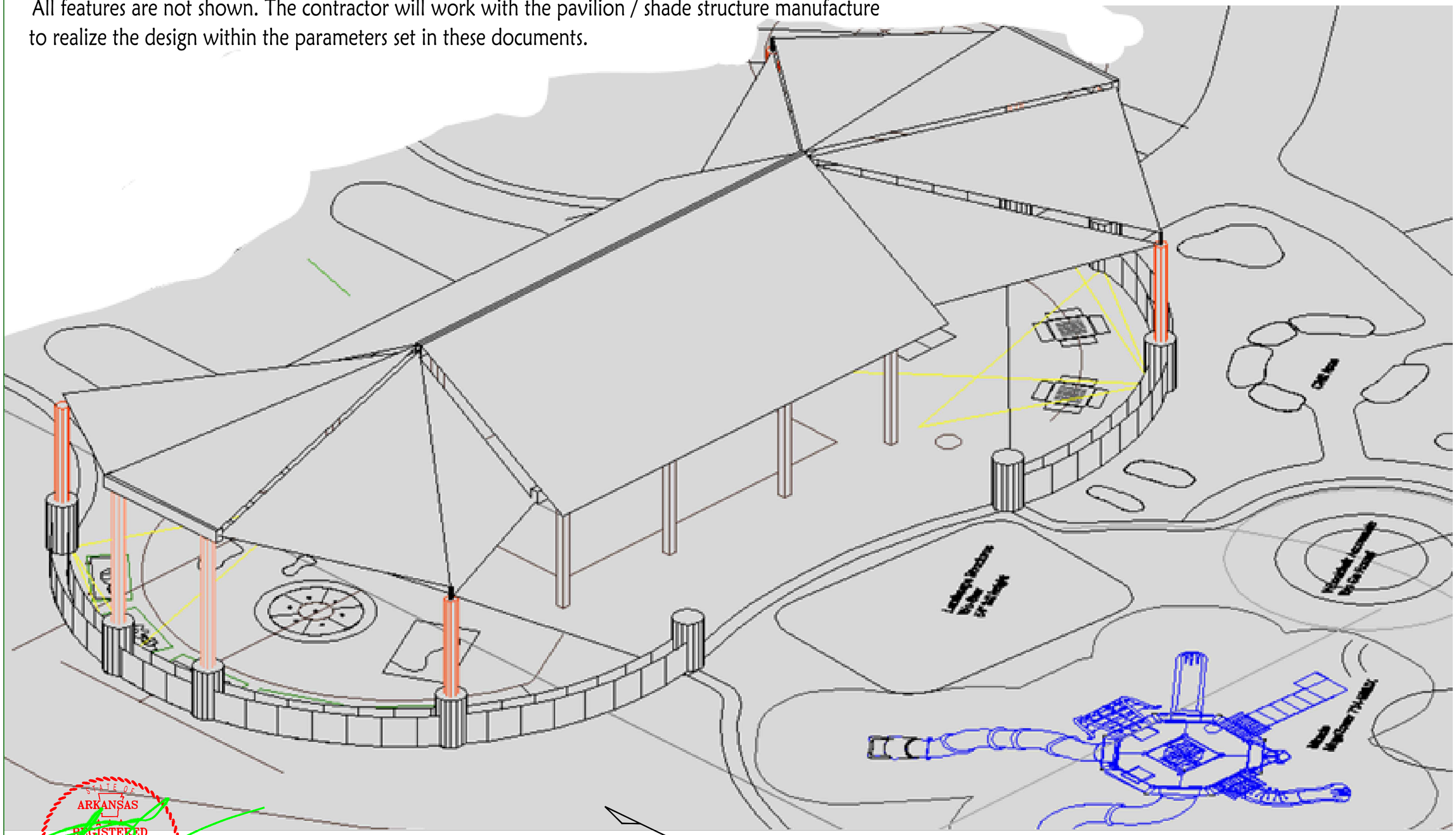
Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C1
PROJECT: Gulley Playgd/Ftn

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August 24, 2022 5:0 PM
Foster, Zach

This bird's eye view, and C3, is diagrammatic to give a sense of the overall pavilion and shade structures work.
All features are not shown. The contractor will work with the pavilion / shade structure manufacture to realize the design within the parameters set in these documents.



North

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 10424
MATTHEW D. CASEY

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PAVILION AREA SW VIEW

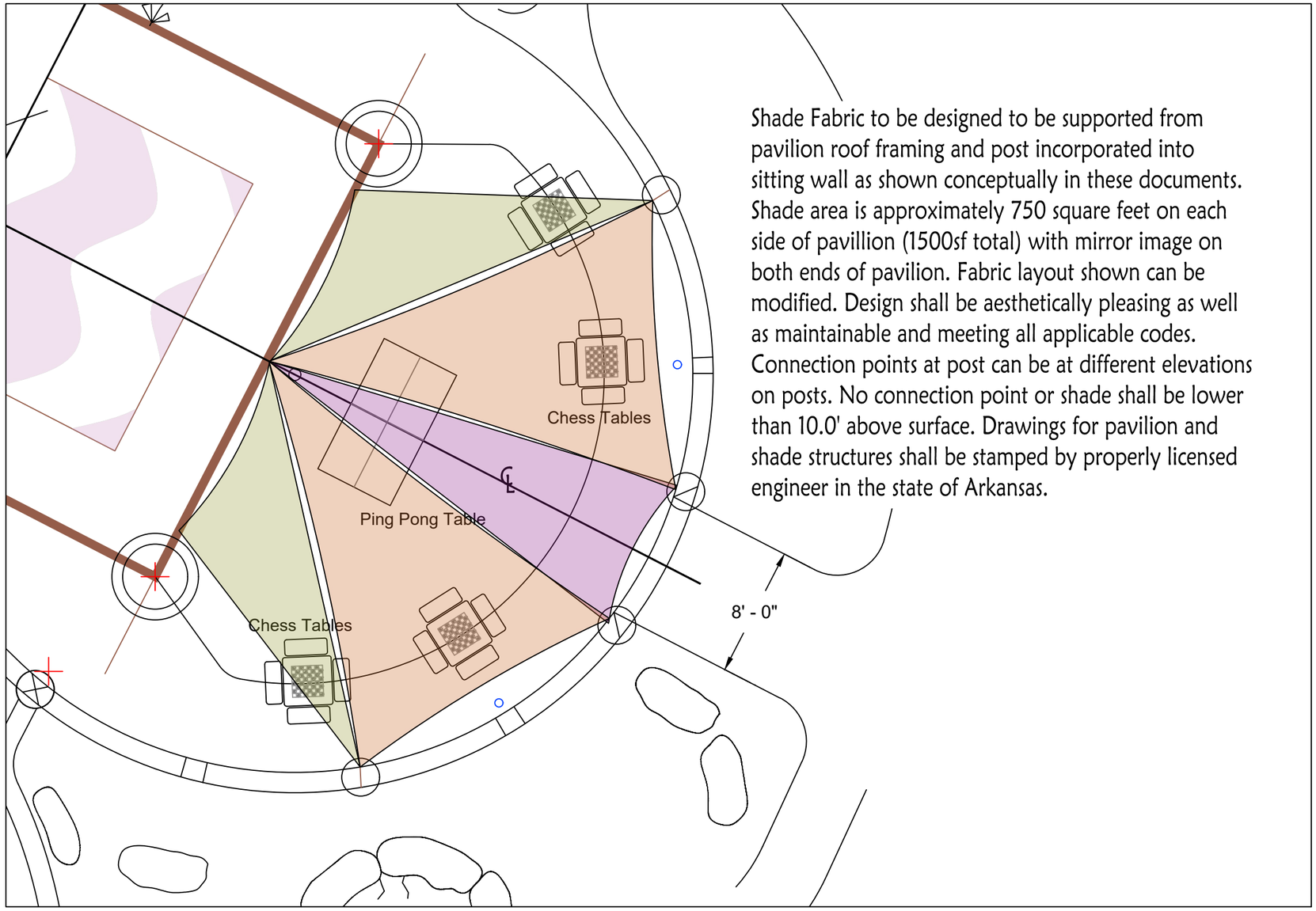
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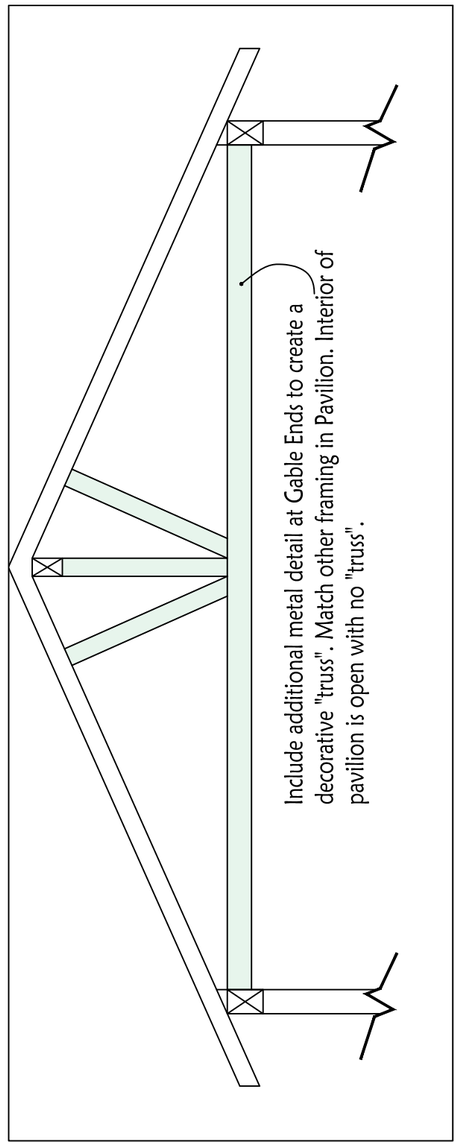
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DATE: July 8, 2022
SHEET: C2
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 5:3 PM GulleyConsDrawingsSecondSection80522.dwg



Shade Fabric to be designed to be supported from pavilion roof framing and post incorporated into sitting wall as shown conceptually in these documents. Shade area is approximately 750 square feet on each side of pavillion (1500sf total) with mirror image on both ends of pavilion. Fabric layout shown can be modified. Design shall be aesthetically pleasing as well as maintainable and meeting all applicable codes. Connection points at post can be at different elevations on posts. No connection point or shade shall be lower than 10.0' above surface. Drawings for pavilion and shade structures shall be stamped by properly licensed engineer in the state of Arkansas.



Pavilion Gable End Detail
NTS

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
ADDITIONAL SHADE SALE INFORMATION

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1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 10424 MATTHEW D. CASEY

DATE: July 8, 2022
SHEET: C3A
PROJECT: Gulley Playgd/Ftn

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Fine grade surface before installing turf for positive drainage to drains and away from hardscape

1329'
~3021 sf Safety Surfacing

Existing Pavilion

B Pit 1

Capped Spare 6" Pipe

Top 1327.75

15"

1328.45

1328'

1328.20

1328.30

1328.65

Set on center line of circle

21' 11 ¼"

R 24'- 6" R

45°

Chess Tables

Ping Pong Table

1328.65

1328.22

1327.20

R 37' 8"

4'- 0"

Bench

1327.40

3'-0"

5'-0"

4'-0"

4'-0"

Bag Sto

1328.45

1328.45

R 3'

1328.25

R 34'

1327.20

R 3'

1328.20

1328.45

8' - 0"

4' - 0"

Chess Tables

1328.22

1328.15

1328.28

R 3'

1328.28

1328.26

R 3'

1328.30

5' -0"

1328.10

CA1

1327.90

R 10'

< 1.0%

R 10'

R 6'

R 6'

R 6'

4" Soc Pipe

Mushrooms

1328.30

Landscape Structures
We-Saw
54" Tall height

PD2

Flush

8"

W2

W1

1328.65

Wheelchair Accessible
We Go Round

5' - 10 ½"

29' - 7"

R 48' - 0" +

Miracle
MegaTower 714-580.IX

1328.80

1329'

1329.00

1329.10 Concrete Edge

Flush

16' - 0"

SUGGESTED LAYOUT P.O.B. >
Existing Playground Slab

Center Line

R 29' - 6"

1'-

3'

29' - 4 ½"
To Center of Circle

10'-0"

11'

R 4' - 0"

2'- 8"
Typ.

16' - 0"

Existing Trees

Surface Mount 6' Benchs
Layout approved by LA

NEW COW CLIMBER

NEW STAGE

4' - 1"

45°

R 8'-0"

8"

Flush

Center Line

CS1

11' - 8"

R 4'

CA2

CA3

8' - 8" +/-
Chill Area

CA4

1328.20

R 1.33'

4'
R 1.33'

Equal Dist.

Equal Dist.

3' - 0"

R 6'- 6"

1328.58

R 2

1328.63

1328.78

3' - 0"

1328.73

R 4'

15' - 6.5"

1328.70

Swings

1328.75

5' -0"

R 4'

1328.75

90°

1328.80

1328.40

R 8'

11'-4"

36'-6" minimum

63'-6"

SW1

R 6'

1329.00

1329.00

R 18'

12' - 0"

Slope 9% > 4

Slope 9% > 4

R 4'

R 2'-0"

15' - 10"

CS2

45°

R 9'- 6" min.

15"

Set Concrete Ring Level

Playworld Spinner w/ Floor
~275sf Safety Surfacing

Existing Sewer Line (~5' cover)

SS

Existing Tree

1329'

R 6'

1329.00

SW2

Shallow Swale

4'x10'x2' deep Infiltration Basins

Swings ~2410 sf Safe
Fall Height 9'-0"

Exist

NOTE: EXISTING ASPHALT PATH TO RESTROOM IS TO BE REPLACED WITH 6' WIDE CONCRETE PATH
WITH LAYOUT SET IN THE FIELD AND APPROVED BY LANDSCAPE ARCHITECT OR ENGINEER. ELEVATIONS TO BE SIMILAR TO EXISTING WALK.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
MAIN TOWER PLAY AREA LAYOUT BLOWUP

TITLE:

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C4
PROJECT: Gulley Playgd/Ftn

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Foster, Zach

asily read.

nd

55' - 0"

35'- 7 3/4"

R 16' - 6"
R 14' - 0" +/-

Center Line = ℄

R 2'
R 2'
R 5'
R 3' 9"
R 3' 9"

1328.25

22' - 2"

R 2'-0"

29' 6"

1328.45

R 24' - 6"

11°

R 19' 1/2"

53°

1328.65

29' 6"

Equal Distance

Equal Distance

21' 11 1/4"

1'-11 1/4" Min
Set on center line of circle

21' 11 1/4"

1328.25

R 24' - 6"

1328.45

1328.65

1328'

1328.20

1328.30

15"

Top 1327.75

1329'

~3021 sf Safety Surfacing

PD2

Flush

PD1

1328.33

4" Soc Pipe

Mushrooms

1328.30

Capped Spare 6" Pipe

1328.65

Landscape Structures
We-Saw
54" Tall height

1'r

R 29'- 6"

Surface Mount 6' Benchs
Layout approved by LA

w existing grade

ne grade surface before
talling turf for positive
ainage to drains and away
om hardscape

Drains (4)
< Slope 2.0%

Jet Locations - See blowup

R 8'-0"

R 14'-0"

R 4'-0"

Slope 2.0% to drains

~6'

~8'

~6'

1328.05

1327.90

1328'

< Labrinth - Sandblasted 2" Lines - Stained - See blowup for layout

1328.05

1327.90

1329'

30'x40' Pavilion

1328.45

1328.25

R 24'- 6" R

45°

Chess Tables

1328.65

1328.22

1327.20

R 37' 8"

4'- 0"

Bench

1327.40

Ping Pong Table

1328.45

R 3'

1328.25

R 34'

R 3'

1328.20

1327.20

Chess Tables

1328.45

8' - 0"

4' - 0"

1328.22

1328.15

1328.28

1328.28

1328

R 3'

1328.3

R 10'

1327.90

R 10'

5' -0"

< 1.0%

CA1

CA2

1328.10

W2

Fine grade surface
installing turf for p
drainage to drains
from hardscape

Slope 1.5% ↗

Bench

1327.80

1327.75

1327.75

1327.80

R 2'

37'- 0"

6'-3"

R 2'

CL

EJ 1327.15

3'-0"

5'-0"

4'-0"

3'

2'

3'

6"

6"

4'

R 2'

4'

GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PAVILLION AREA LAYOUT BLOWUP

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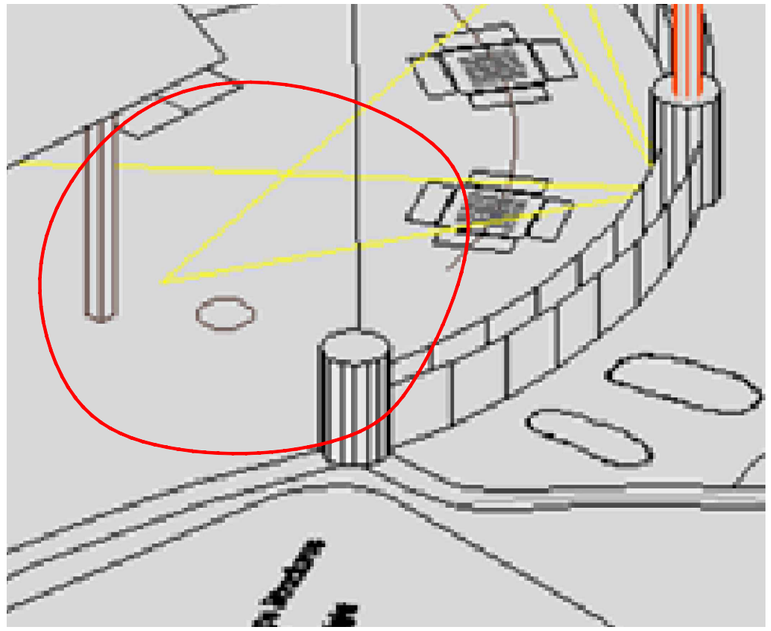
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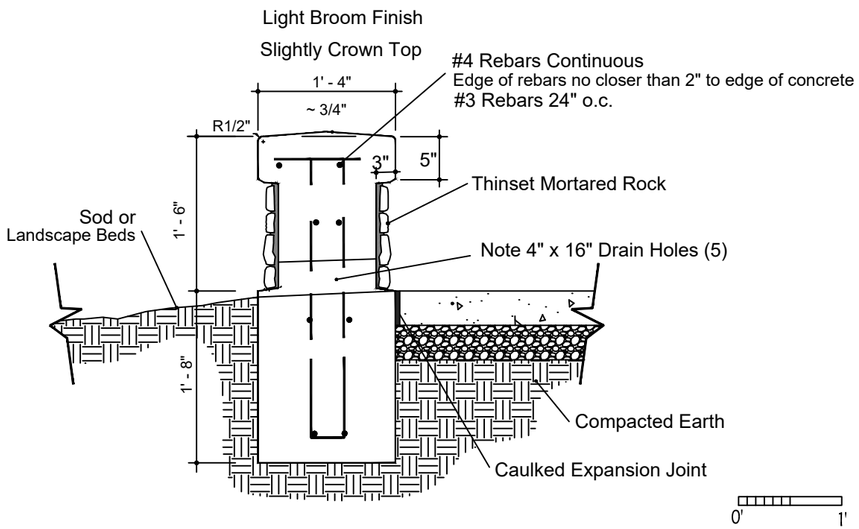
DATE: July 8, 2022
SHEET: C5
PROJECT: Gulley Ploygd/Ftn

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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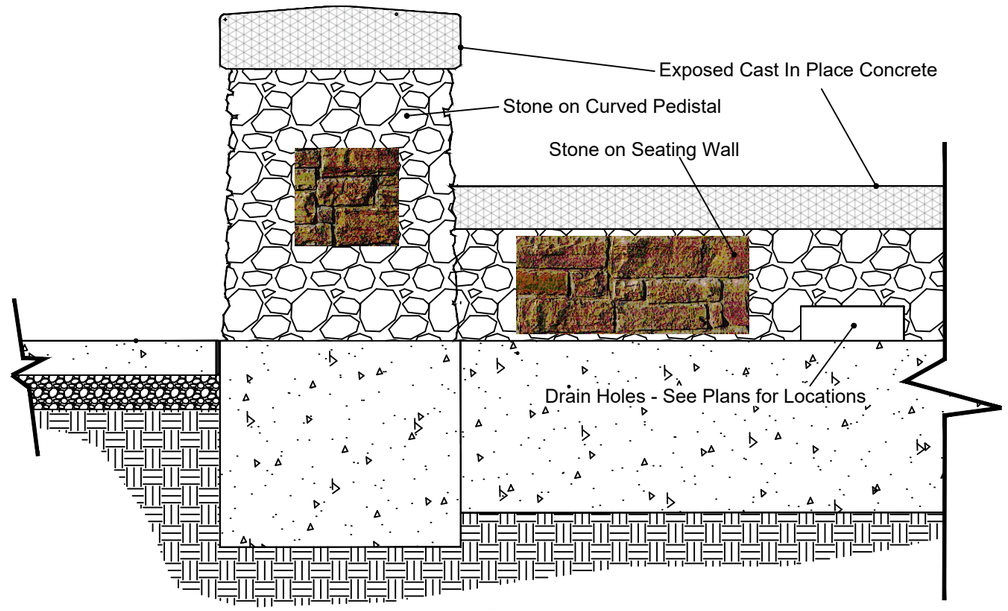


These details are for the ends of the seating walls around pavilion.



Seating Wall Section

This sheet not used. See Sheet C6 REV and C7 REV after Sheet B3



Embedded graphic indicates basic stone look

Elevation of Pedestal and Sitting Wall Stone/Concrete Finishes

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
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STATE OF ARKANSAS
7/12/22

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SEATING WALL DETAILS

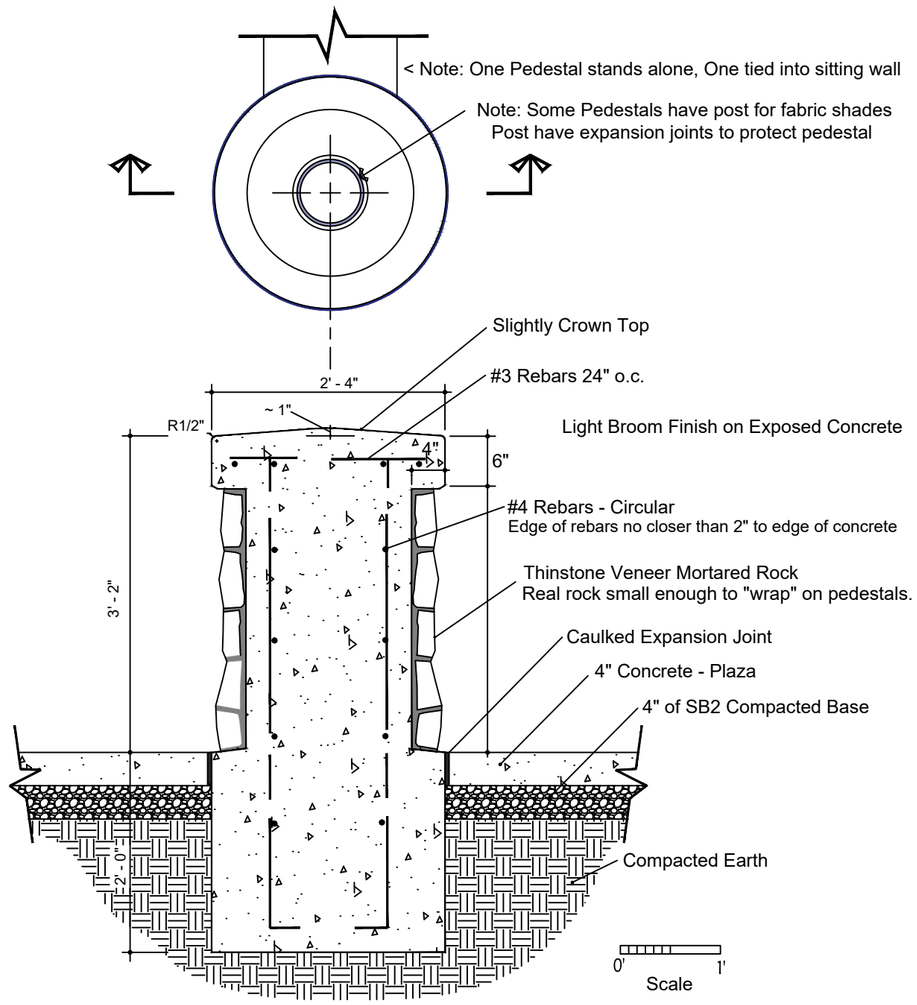
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DATE: July 8, 2022
SHEET: C6
PROJECT: Gulley Playgd/Ftn

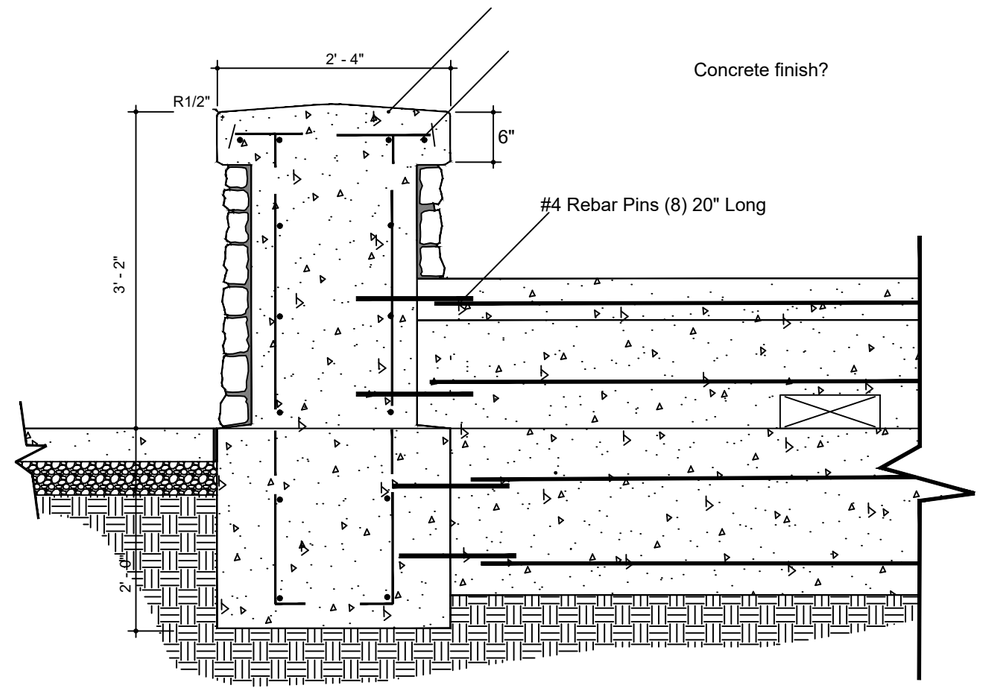
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Pedestals (2)

Note: One Pedestal stands alone, One tied into sitting wall

This sheet not used.
See Sheet C6 REV
and C7 REV after
sheet B3



Section Through Center Line of Pedistal & Seating Wall

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THEODORE JACK
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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SEATING WALL DETAILS 2

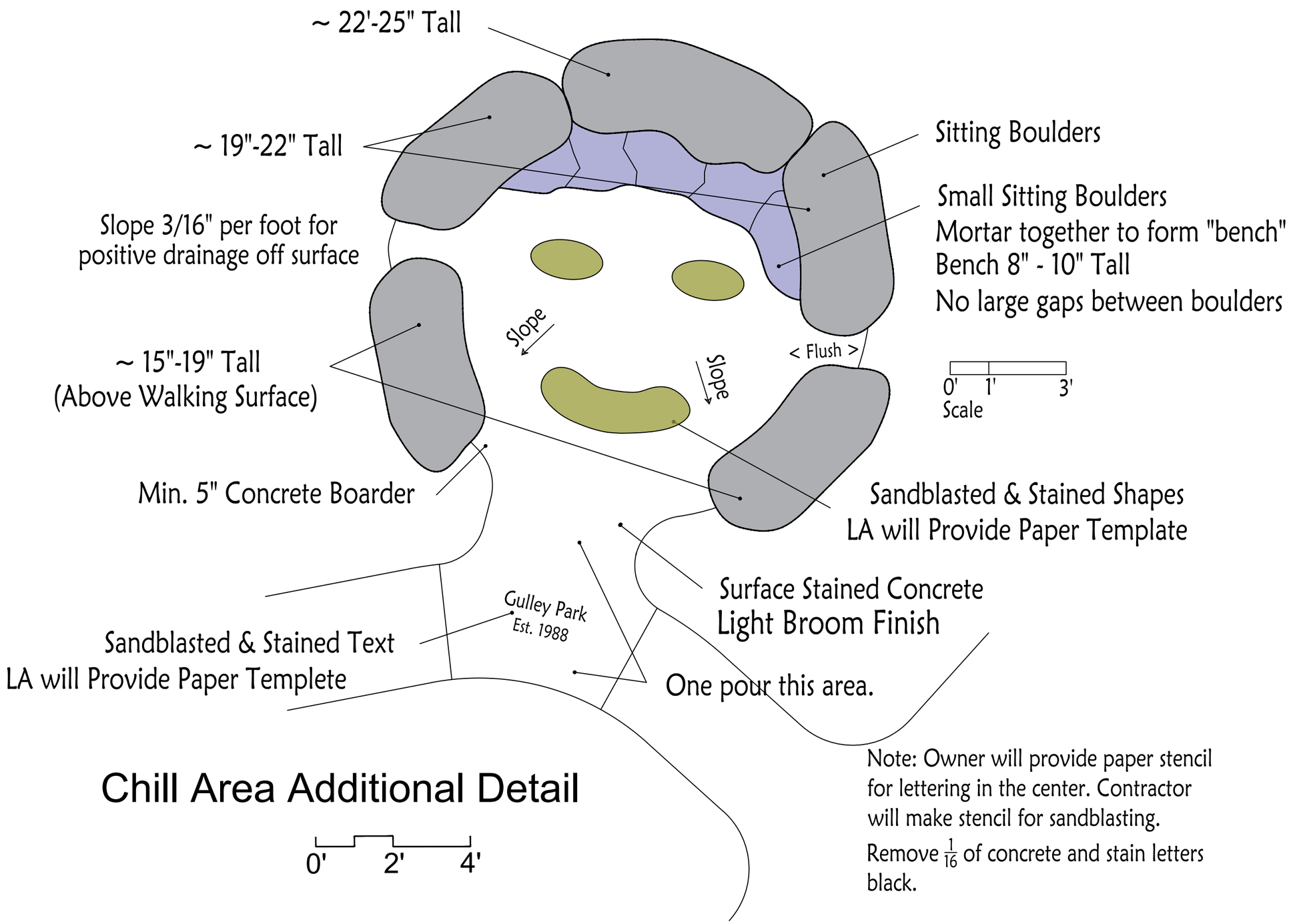
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DATE: July 8, 2022
SHEET: C7
PROJECT: Gulley Playgd/Ftn

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Note: Owner will provide paper stencil for lettering in the center. Contractor will make stencil for sandblasting.

Remove $\frac{1}{16}$ of concrete and stain letters black.

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CHILL AREA ADDITIONAL LAYOUT DETAIL

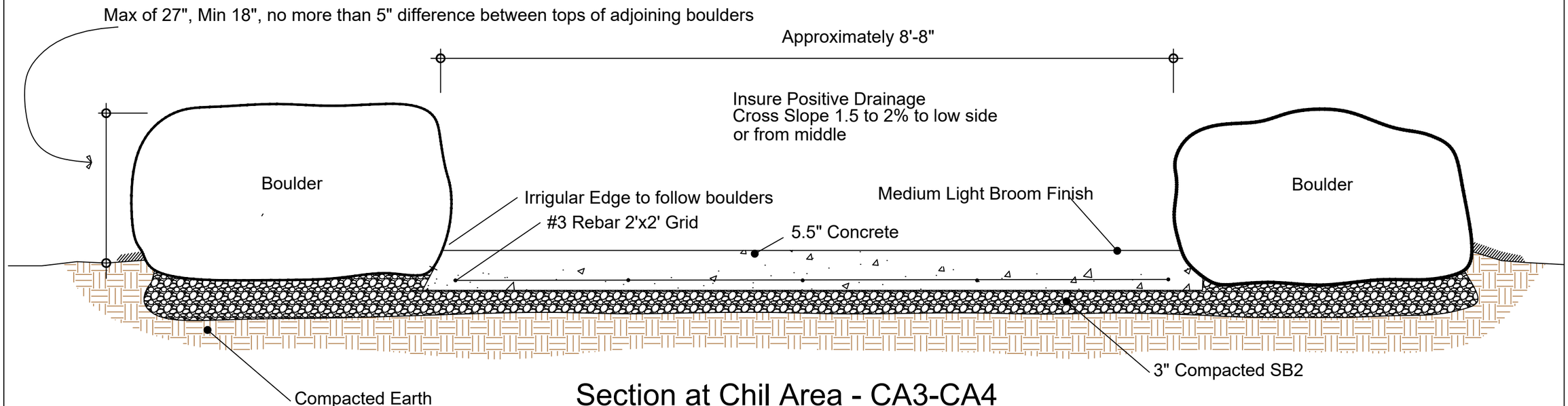
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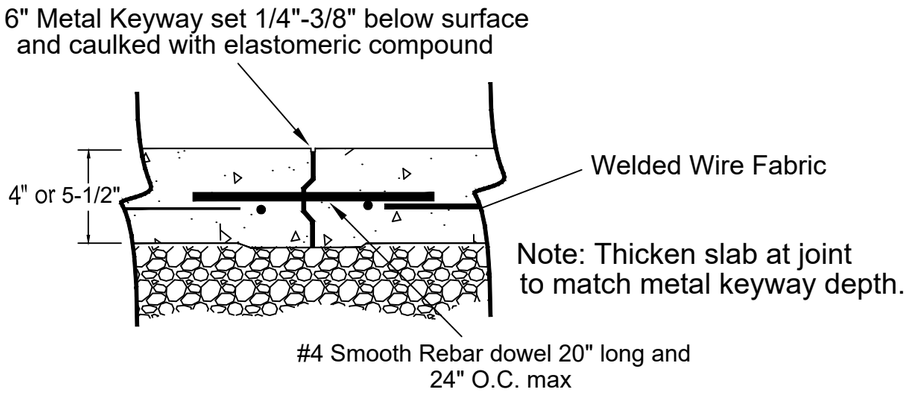
DATE: July 8, 2022
SHEET: C8
PROJECT: Gulley Playgd/Ftn

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Section at Chil Area - CA3-CA4

Not to scale



H - H1 Metal Keyway Joint

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THEODORE JACK
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7/12/22
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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CHILL AREA SECTION & METAL KEYWAY

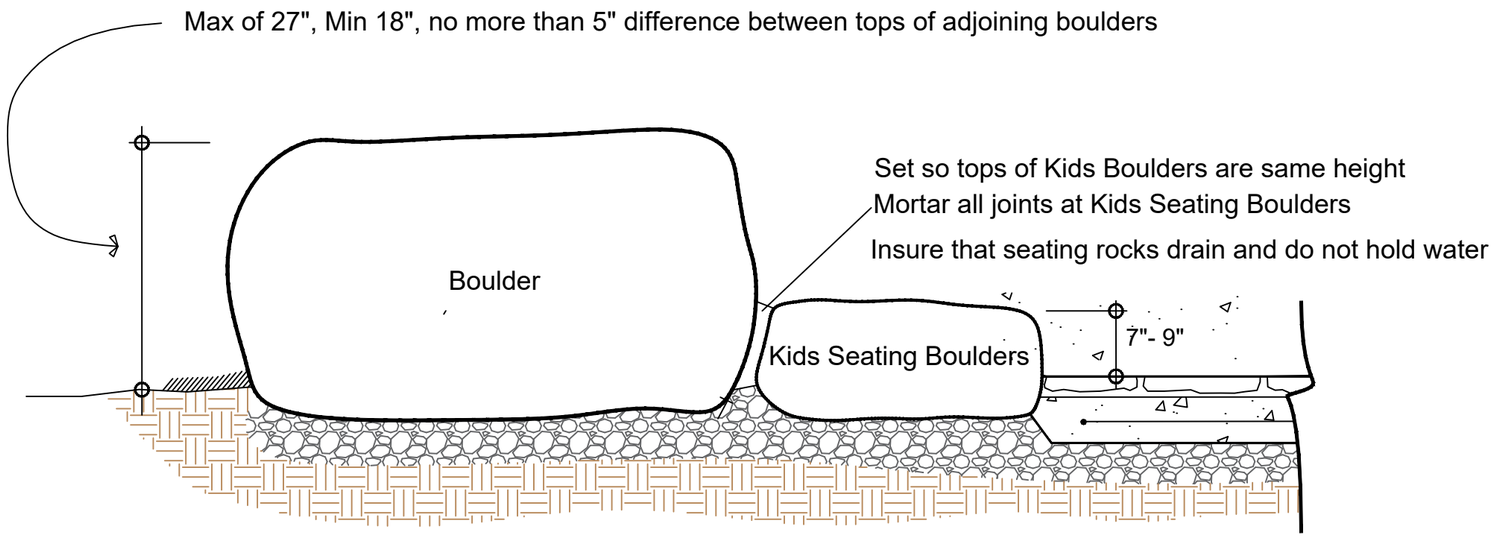
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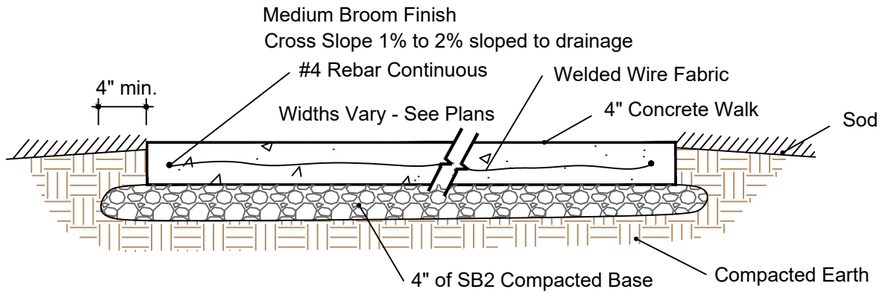
DATE: July 8, 2022
SHEET: C9
PROJECT: Gulley Playgd/Ftn

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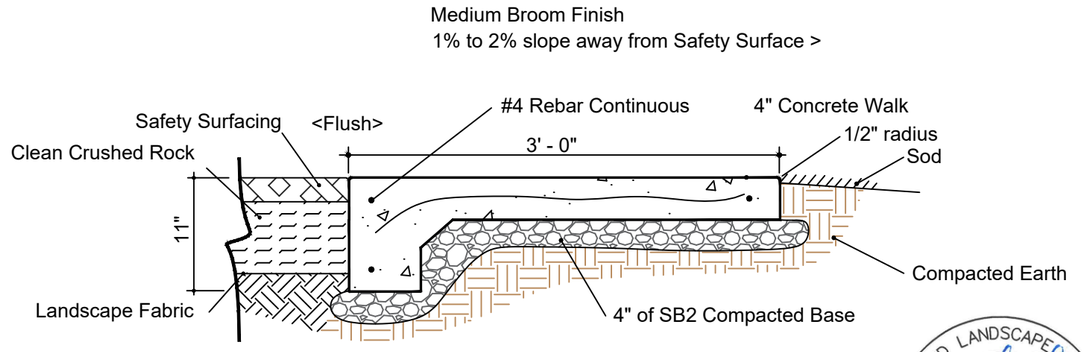


Section at Chill Area - CA1 - CA2

Not to scale



Playground Walks (Not against play areas)



Section - Circular Sidewalk at WeGoRound \

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7/12/22
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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CHILL SECTION & PLAYGROUND WALK DETAILS

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C10
PROJECT: Gulley Playgd/Ftn

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drainage to drains and away
from hardscape

1328.05
1327.90
1327.30
39'-0"
19'-0"
Throw Lines
Junior Senior
6"
3'
2'
3'
6"
Lines - Stained - See blowup for layout
1328.05
1327.90
Bench
~905sf of Artificial Turf
over min. 4" clean compacted rock
4'-0"
Score Lines 1/2" Deep
5' - 0" Typ.
9' - 0" Typ.
Slope 1.5% >
4'-0"
4'-0"
27' - 0"
R 2'
4'
CL
EJ
1327.15
1327.80
1327.75
37'- 0"
6'-3"
Score Tower (3)
1327.75
1327.80
R 2'
1326.80
Bag Toss Playing Board (6)
4'-0"
4'-0"
5'-0"
3'-0"
12'-0"
6" x 5.5" deep concrete boarder
R 37' 8"
1327.20
1328.22
4'- 0"
Bench
1327.40
Pitcher's Box is 3'x4' and defined with trawled score joints.
Boards are 2'x4'
1328.00
Bag Storage - Match little library by bridge / parking lot
1328.45
R 3'
1328.25
R 34'
1327.20
R 3'
1328.20
1328.45
8' - 0"
Slope 1.5% >

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BAG TOSS AREA LAYOUT BLOWUP

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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: C11
PROJECT: Gulley Playgd/Ftn

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- Regulation ACA size and slope
- All concrete construction with polished concrete surface
- Sealed with two coats of concrete sealer
- Minimal maintenance required
- Easy bag removal
- Sloped bag area sheds water and will not harbor animals
- Optional bike deterrent block

B.Y.O. Bags™
All Concrete Cornhole Game
byobagsgame.com



Most popular model

Brown (SB4) shown
Also available in Mesa Buff (SB2)
Other colors available by special order

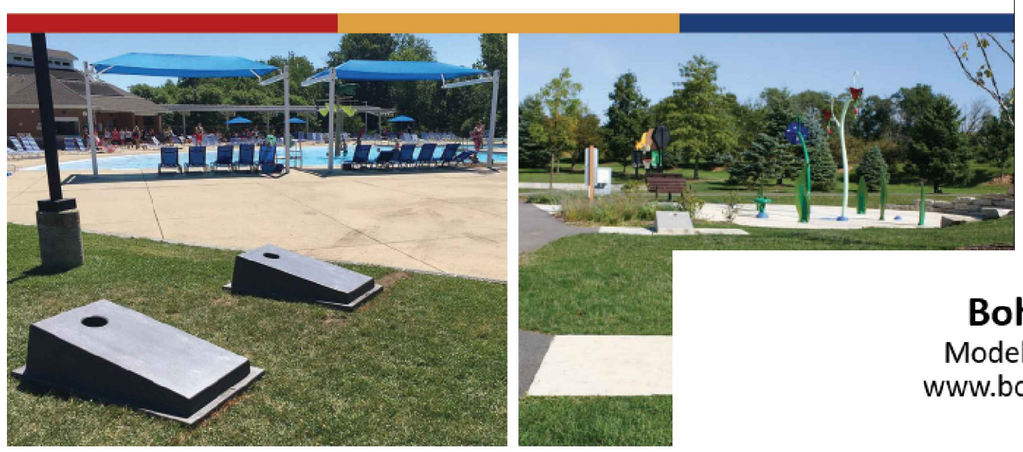
Standard white shown
Colors available by special order



Sloped bag drop. Sheds water and will not harbor animals.

Optional bike deterrent

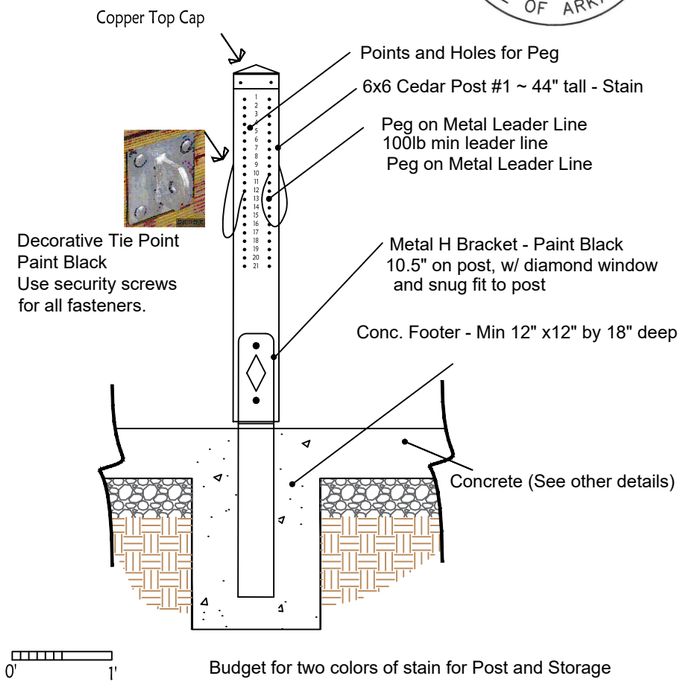
Logos available. Call for more information and quote.



Doty&Sons Concrete Products, Inc. 1275 E. State Street Sycamore, IL 6017

Install Bag Toss Boards so they are flush with Concrete

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22



Budget for two colors of stain for Post and Storage

Bag Toss Score Post



Use Gulley Park Little Library as Template. Do Post and H Bracket to match Bag Toss Post

Bag Toss Storage

Bohlmann
Model #: CHB-Set
www.bohlmann.com

Doty & Sons
Model #: BYOB5531
www.dotyconcrete.com



Bohlmann or Doty & Sons or Approved Equal



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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BAG TOSS DETAILS

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C12
PROJECT: Gulley Playgd/Ftn

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Gulley Park
Playground Improvements

Conceptual Outline



Inclusive See-Saw



Ping Pong Table



Mega Tower



Chess Tables



Parent/Child Swing



Traditional Swing



Cone Spinner



Inclusive Merry-Go-Round



Tire Swing



Inclusive Swing

This is a conceptual overview and does not necessarily reflect actual equipment specified or layouts

This Sheet Provided for Informational Purposes.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PLAYGROUND CONCEPTUAL OVERVIEW

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Parks and Recreation
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PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C13
PROJECT: Gulley Playgd/Ftn

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Foster, Zach





Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951





Insure that playground equipment is installed with proper fall zone requirements. Note the placement of this playground piece has the center of the roof structure set on the center line of the pavilion. Any equals submitted shall also have to maintain that relationship.

Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Mirracle MegaTower, Landscape Structures Tower, or Approved Equal

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CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
MEGA TOWER

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

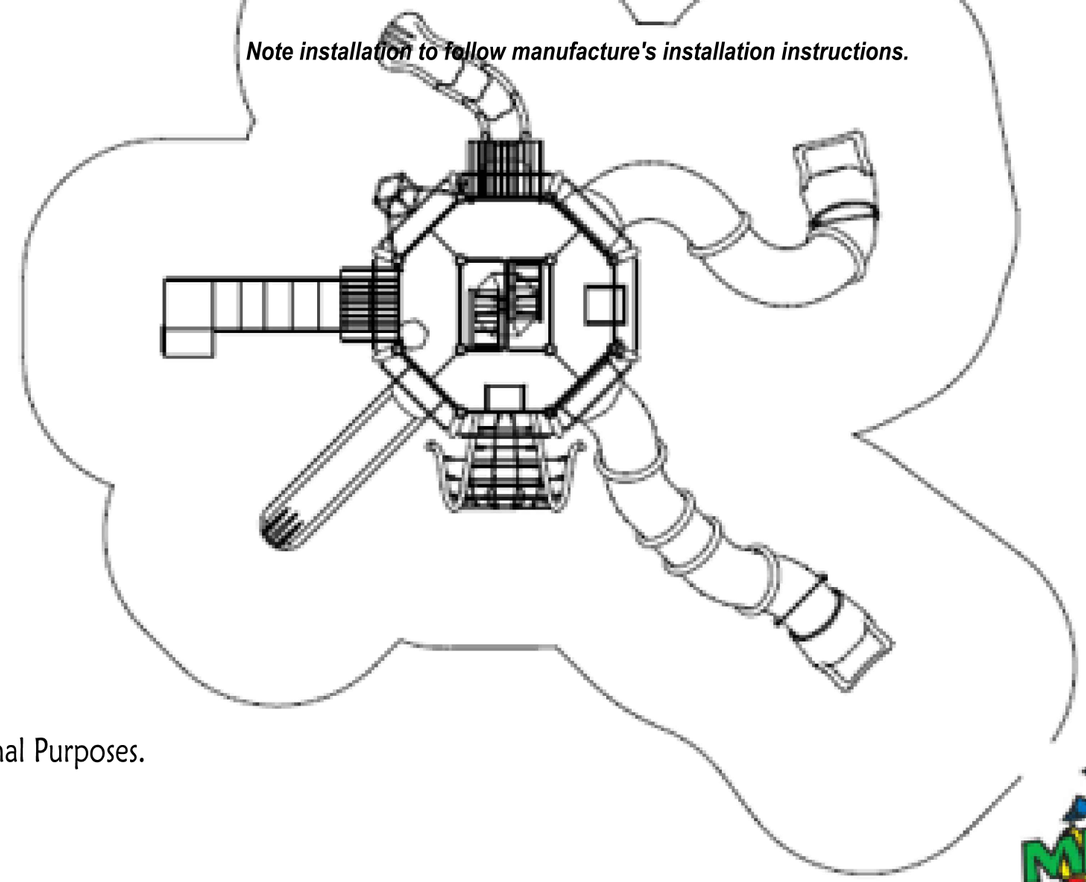
DATE: July 8, 2022
SHEET: C14
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 5:13 PM GulleyConsDrawingsSecondSection80522.dwg

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

OVER ALL SITE PLAN

Note installation to follow manufacture's installation instructions.



This Sheet Provided for Informational Purposes.

Play Area Capacity: 75-85

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

714-S580J

GROUND SPACE: 33' X 31'
PROTECTIVE AREA: 48' X 46'

✓ COMPLIES TO CPSC
✓ COMPLIES TO ASTM
✓ COMPLIES TO ADA

DESIGNED FOR AGES 5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE

TYPE: 0 QUANTITY: 0

DATE: 10/17/2017
SCALE: 1"=6'-0"
CINDI SHEET 1 of 2

Mirracle MegaTower, Landscape Structures Tower, or Approved Equal

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
MEGA TOWER INFORMATION 2

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

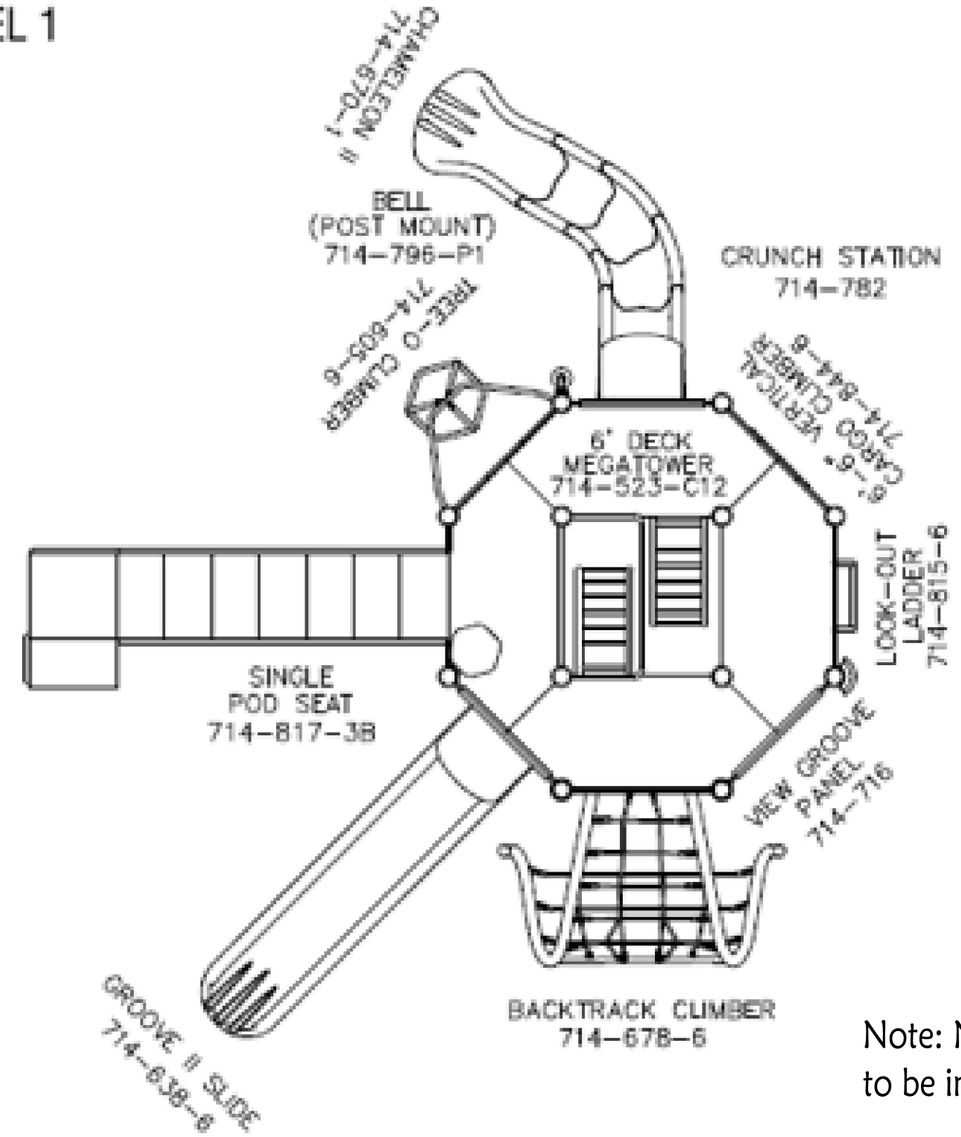
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C15
PROJECT: Gulley Playgd/Ftn

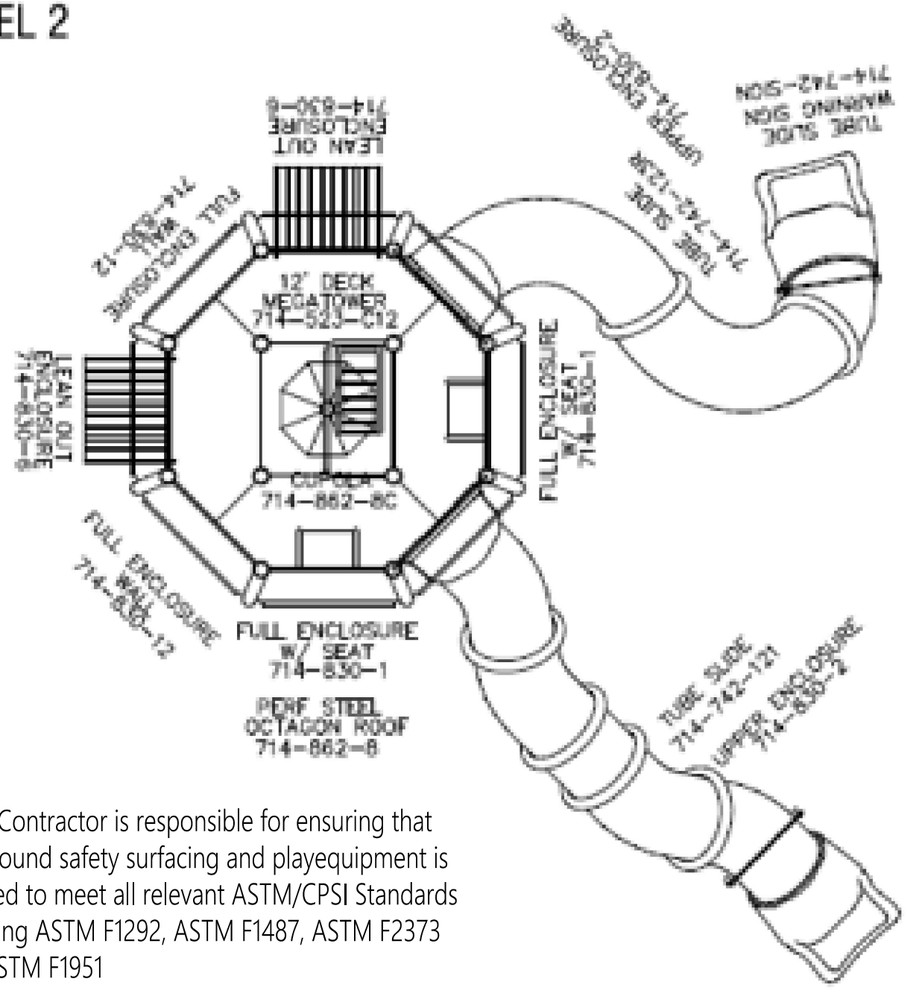
GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:14 PM
Foster, Zach

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August 24, 2022 5:14 PM
Foster, Zach

LEVEL 1



LEVEL 2



Note: Contractor is responsible for ensuring that playground safety surfacing and playeequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

This Sheet Provided for Informational Purposes.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

714-S580J

10/17/2017 | SHEET 2 of 2

Mirracle MegaTower, Landscape Structures Tower, or Approved Equal

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
MEGA TOWER INFORMATION 3

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C16
PROJECT: Gulley Playgd/Ftn

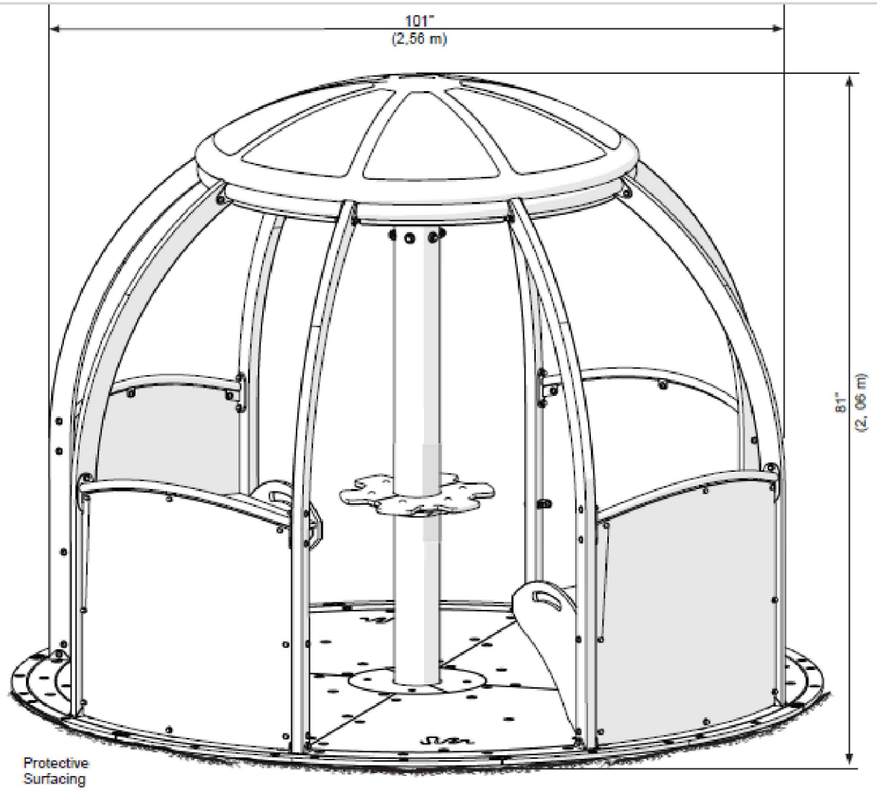


landscape structures

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



Scan the QR Code to the right, or type the URL into a browser to view the video

https://bit.ly/2ESCwd0

Kids in Motion **248819 We-Go-Round™ w/ Perf Panels** Page 1

801 7th Street South, Delano, Minnesota 55328-8805 888-574-4878 LSI Install Help 888-438-8574 LSI Direct 763-972-5200 Int. FAX (763) 972-5185
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Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Insure that playground equipment is installed with proper fall zone requirements.

Landscape Structures We-go Round (Or Approved Equal)

This Sheet Provided for Informational Purposes.
Equals shall have a top or roof.

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
We-Go-Round 1

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

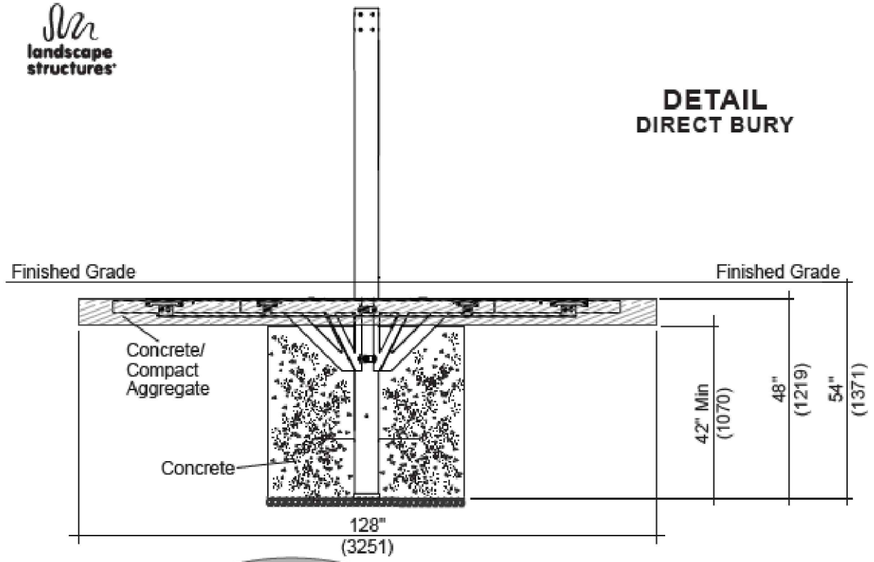
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SHEET: C17
PROJECT: Gulley Playgd/Ftn

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Foster, Zach

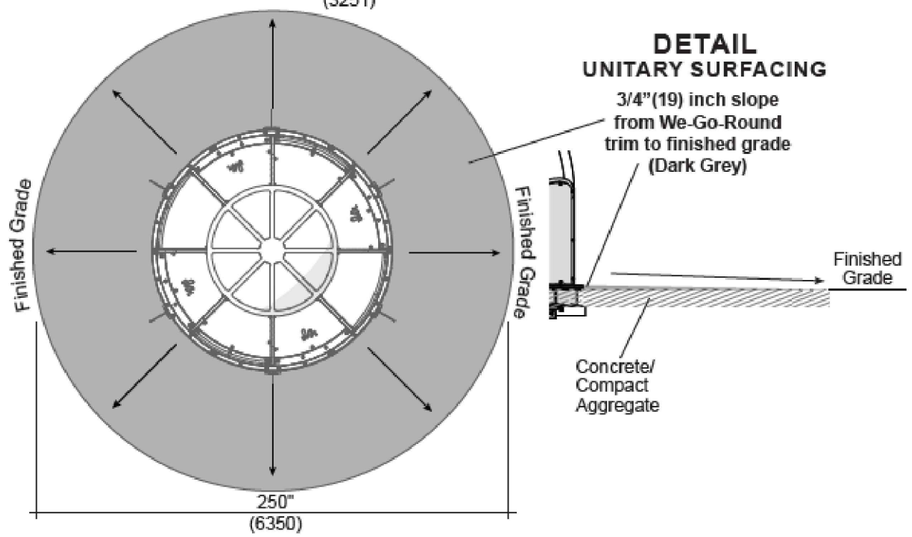
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Foster, Zach

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DETAIL
DIRECT BURY



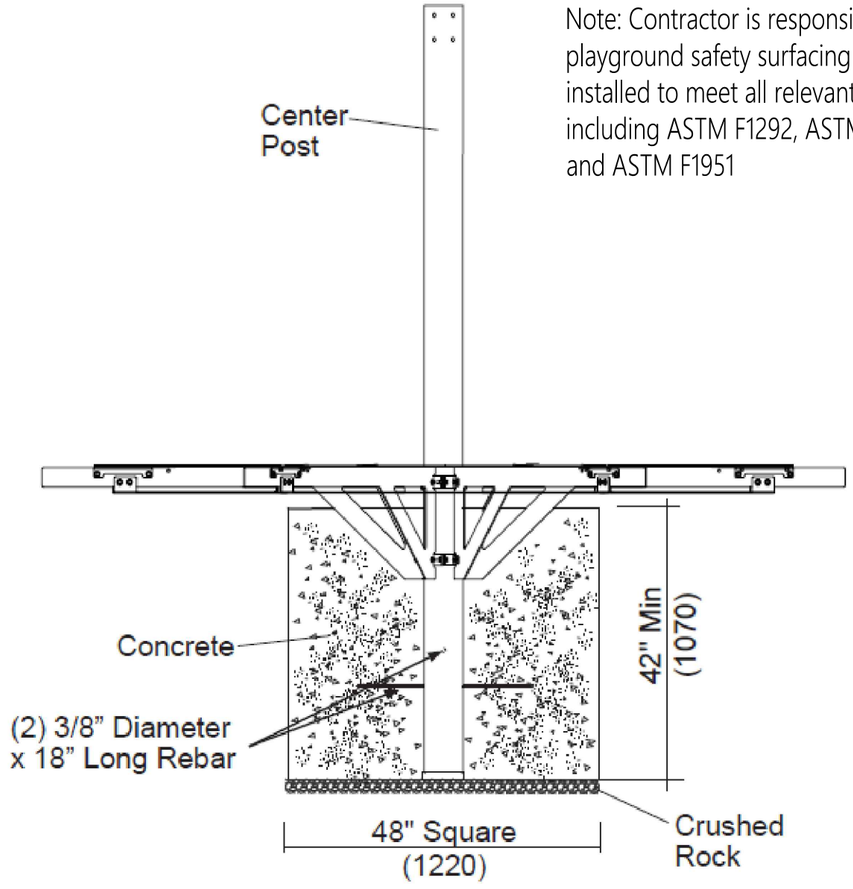
DETAIL
UNITARY SURFACING



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DETAIL
DIRECT BURY



Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

801 7th Street South, Delano, Minnesota 55328-8805 888-574-4878 LSI Install Help 888-438-8674 LSI Direct 763-972-5200 Int. FAX (763) 972-3186
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This Sheet Provided for Informational Purposes.

Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Landscape Structures We-go Round (Or Approved Equal)

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DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

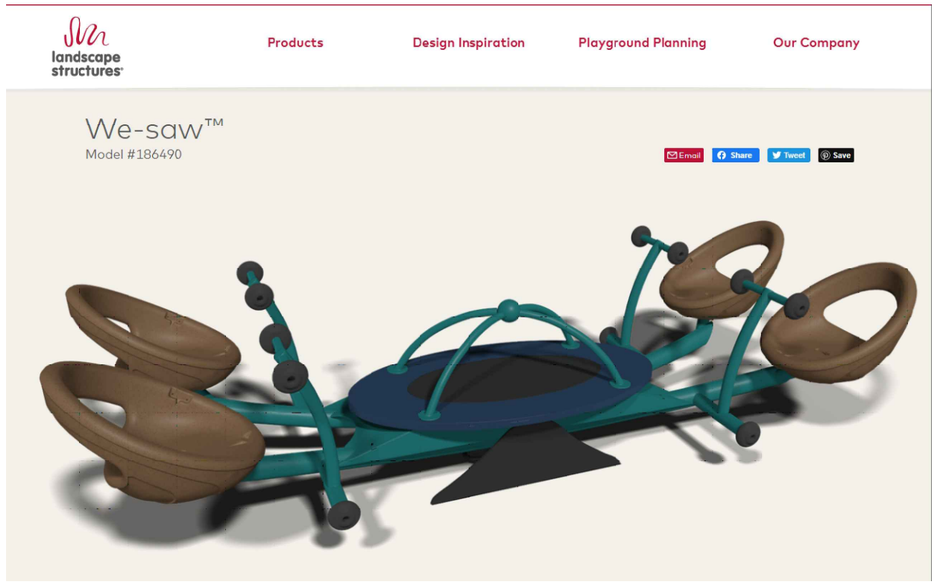
TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
WE-GO-ROUND 2

REVISED

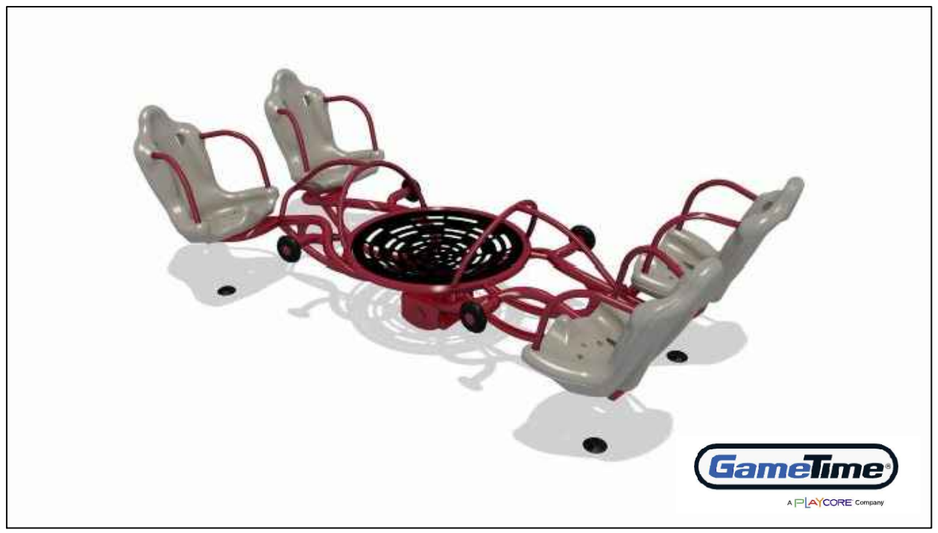
Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C18
PROJECT: Gulley Playgd/Ftn



We-Saw
Model # 186490
www.playlsi.com



RoxAll See Saw
Model # 6245
www.gametime.com

Visit gametime.com for more information

Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Insure that playground equipment is installed with proper fall zone requirements.

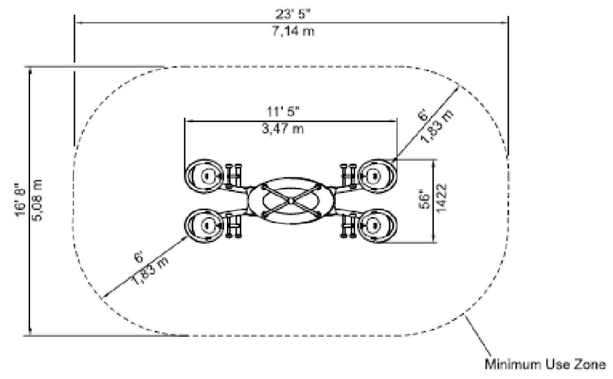
landscape structures

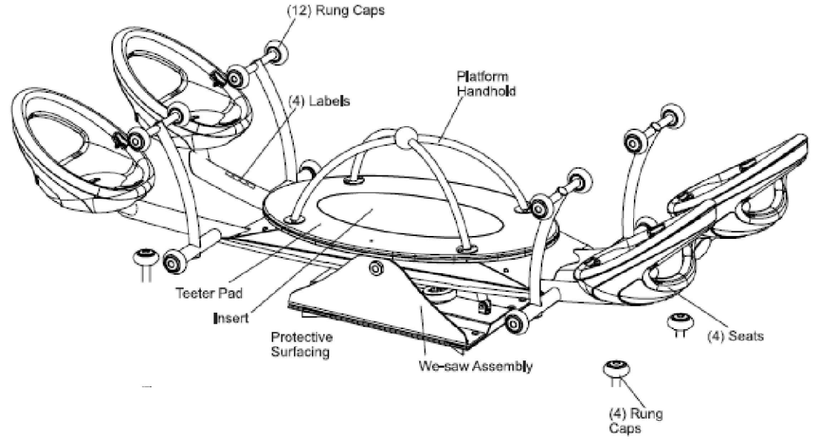
ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

PLAN VIEW





Kids In Motion **186490 We-saw™** Sheet 1 of 3

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Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

This Sheet Provided for Informational Purposes.

Landscape Structures We-saw, GameTime RoxAll See Saw, or Approved Equal

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
WE SAW 1

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **C19**
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
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Foster, Zach

GulleyConsDrawingsSecondSection80522.dwg
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Foster, Zach

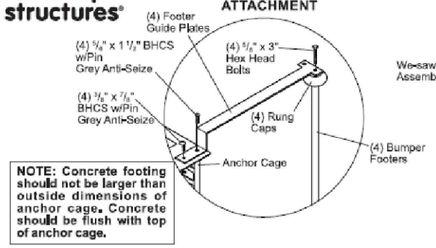
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SAFETY NOTE
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

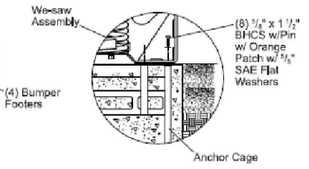
210877a

DETAIL
BUMPER FOOTER ATTACHMENT

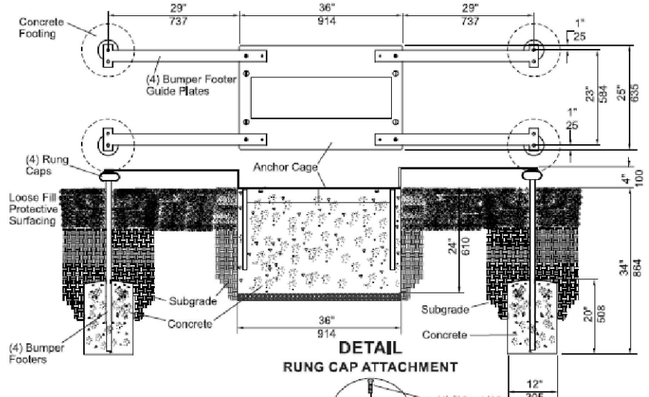


NOTE: Concrete footing should not be larger than outside dimensions of anchor cage. Concrete should be flush with top of anchor cage.

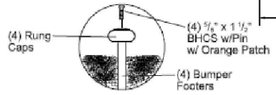
DETAIL
WE-SAW ASSEMBLY ATTACHMENT



DETAIL
CONCRETE FOOTINGS
(WITH FOOTER GUIDE PLATES)



DETAIL
RUNG CAP ATTACHMENT



Kids In Motion **186490 We-saw™**

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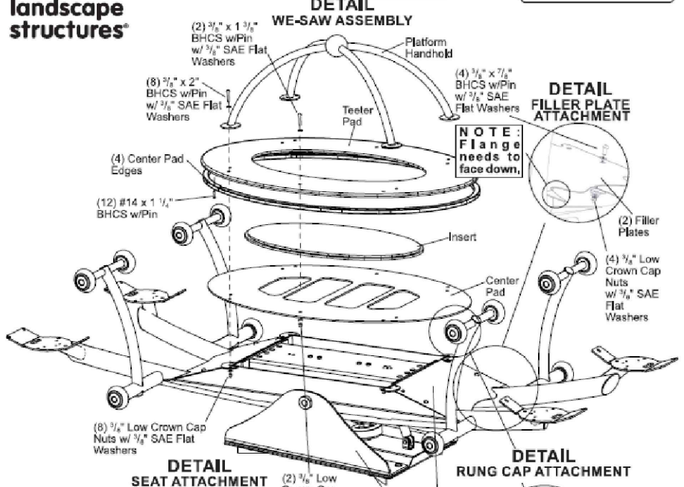
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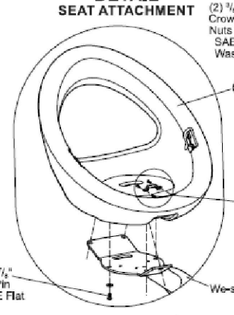
SAFETY NOTE
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

DETAIL
WE-SAW ASSEMBLY

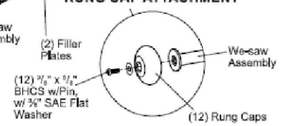


DETAIL
FILLER PLATE ATTACHMENT

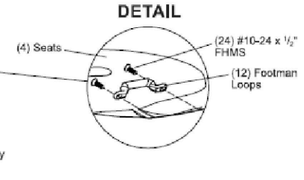
DETAIL
SEAT ATTACHMENT



DETAIL
RUNG CAP ATTACHMENT



DETAIL



Kids In Motion **186490 We-saw™**

Sheet 2 of 3

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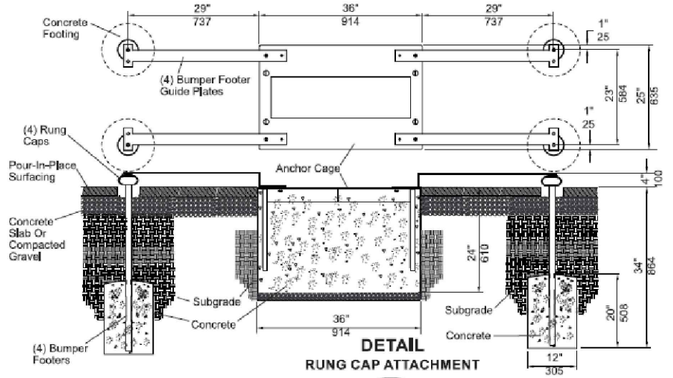
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SAFETY NOTE
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

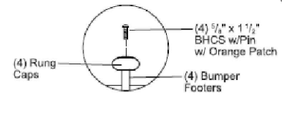
210877z

DETAIL
DIRECT BURY WITH POUR-IN-PLACE SURFACING

CONCRETE FOOTINGS
(WITH FOOTER GUIDE PLATES)



DETAIL
RUNG CAP ATTACHMENT



Kids In Motion **186490 We-saw™**

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Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

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Landscape Structures We-saw (Or Approved Equal)

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
WE SAW TWO

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **C20**
PROJECT: Gulley Playgd/Ftn



Cyclo Cone Base Climber
Model # 306-1
www.miracle-recreation.com

Visit miracle-recreation.com for more information



Cyclo Spinner w/ Floor
Model # ZZXX0911
www.playworld.com

PLAYWORLD SYSTEMS
www.playworldsystems.com

Product Specifications

©Playworld Systems, Inc. Monday, July 06, 2020

CONE SPINNER W/ FLOOR

ZZXX0911

Frame - 1.90" x 13 ga.
Shall be an all welded assembly fabricated from 1.90 in outside diameter x 13 gauge galvinized steel tubing (See Steel Tubing) and 7 gauge zinc plated balck sheet steel.. Finished with a baked on superdurablepolyester powder coating. (See Superdurable Polyster Powder Coat Finish).

Bearing Cover Casting
Cast of regular 319 (319.0-F) aluminum. ASTM Specifications: B-26. Federal. Specifications: QQ-A-601.

Cone Spinner Net
Shall be manufactured of 16 mm rope with aluminum connectors.

Plate - 8 Gauge Galv Sheet Steel
Shall be fabricated from 8 guage galvanized hot rolled flat steel. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Post - 5" OD x 11 ga.
Shall be fabricated from 5" O.D. x 11 gauge galvanized steel tubing, finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish). Material shall be 1010 - 1026 low carbon steel per ASTM A513.

Assembly - Cone Spinner Bearing
Shall be an assembly fabricated of 5 in. outside diameter, 7 gauge galvanized steel tubing (See Tubing); bearing unit shall be 4340 annealed steel and bearing post support fabricated from carbon steel and finished in zinc plating.

5" Bearing Wedge
Shall be fabricated from mild grade carbon steel made from either 1018, A36 or 1215 and finished with a zinc plating.

Plastic Panel - .75 in. Anti-Skid
Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined with a nonskid surface. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

photo not available

* See Note

Component Number:	ZZXX0911
Specification Rev:	NA
Component Weight:	366.10 Lbs.
Amount of Concrete:	1.17 Yds.
Pre-Consumer Recycle:	80.16 Lbs.
Post-Consumer Recycle:	81.45 Lbs.
CO2e Footprint:	8,431.10 Kgs.

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Cone Spinner w/Floor	ZZXX0911	5-12	18'10"x 18'10" (5,74m x 5,74m)	6'11"x 6'11"x 8'1" (2,1m x 2,1m x 2,47m)	5'0" (1,52m)	1	7	9	367 lbs (167kg)

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

This Sheet Provided for Informational Purposes.

Playworld Cone Spinner w/ Floor, Miracle Recreation Cyclo Cone Base Climber, or Approved Equal

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DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CONE SPINNER W Floor 1

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

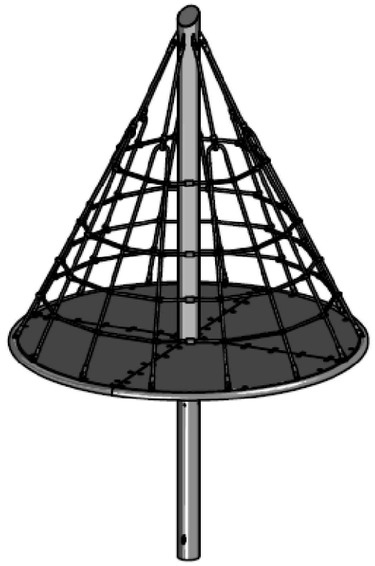
DATE: July 8, 2022
SHEET: C21
PROJECT: Gulley Playgd/Ftn

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Foster, Zach

PLAYWORLD
The world needs play.

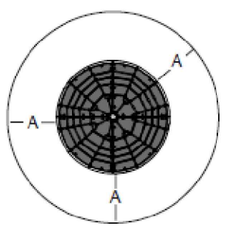
Installation Instructions

Model ZZXX0911 - Cone Spinner w/ Floor
Model 306-1 - Cyclo Cone Base Climber
Model 200203546 - ZoomTwist w/ Floor



Assembly View

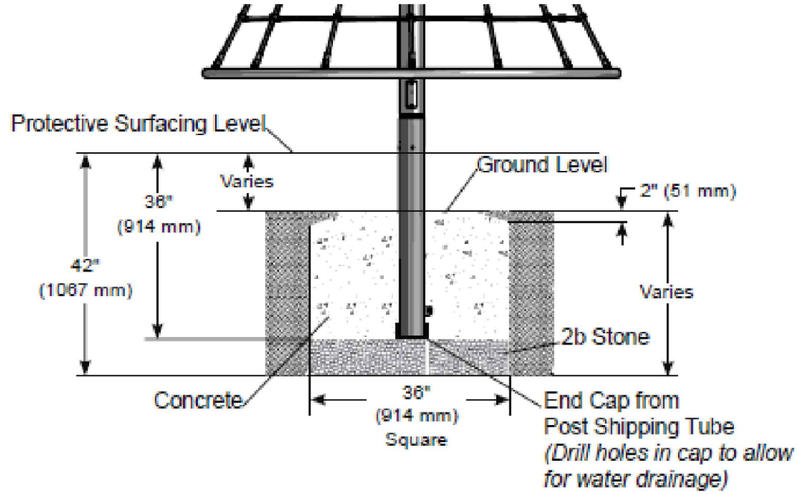
Equipment Use Zone
A - (ASTM) 72 in. (1829 mm)
(CSA) 2700 mm
(EN) 2000 mm



Installation Preparation

Recommended Crew:	Three (3) adults
Installation Time:	9 man-hours
Concrete Required:	1.17 cubic yard (0,89 cubic meters)
Use Zone:	Refer to Adjacent Detail
User Group Age (years):	ASTM/CSA: 5-12, EN: 6-14

Installation Instructions



Cone Spinner Support Post Footing Detail (ASTM/CSA)

FOOTING NOTES

- Support post footing depth equals 42 in. (1067 mm) less the depth of the protective surfacing material. The post is designed to have 24" (610 mm) in concrete.

Insure that playground equipment is installed with proper fall zone requirements.

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Playworld Cone Spinner w/ Floor (Or Approved Equal)

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CONE SPINNER WITH FLOOR 2

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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C22
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:15 PM
Foster, Zach

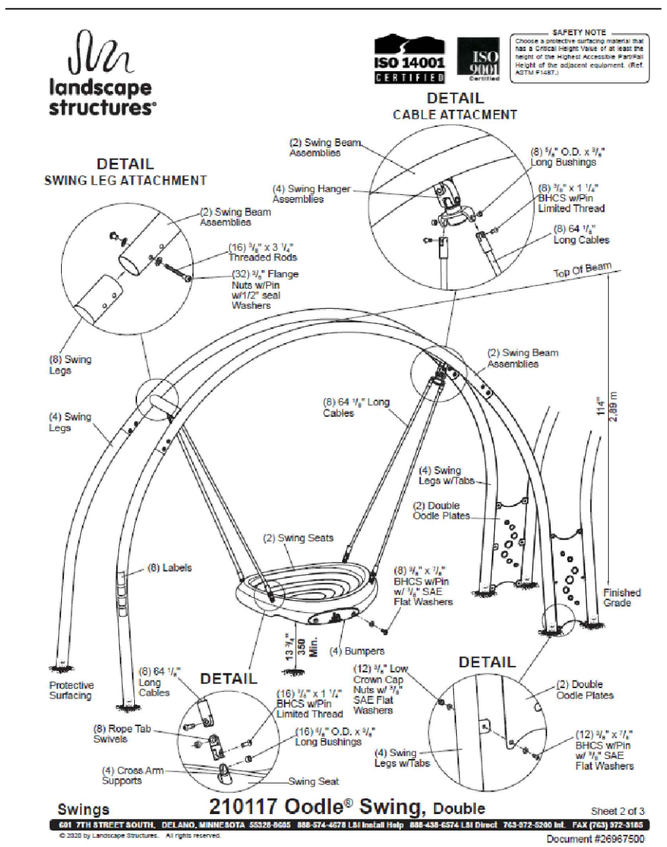


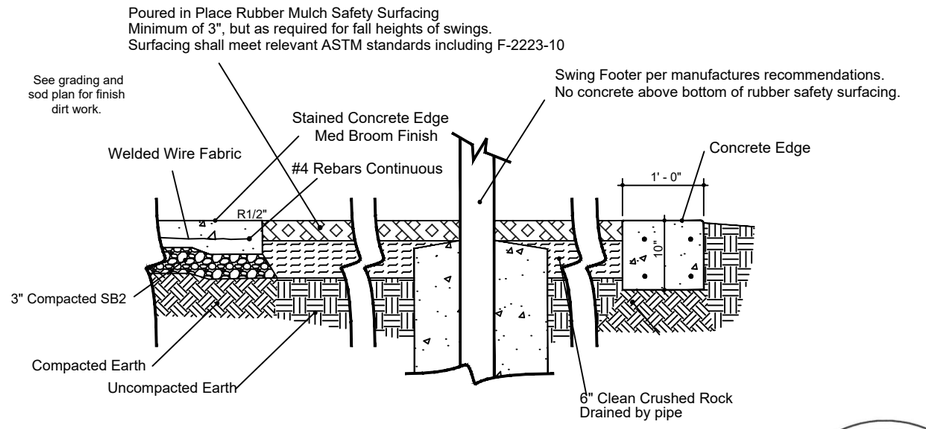
Oodle Swing
Model # 173592
www.playlsi.com



Hybrid Swing
Model # U100L108
www.blueimp.com

NOTE: Swings consist of four bays. Bays on the end are 8'-0" mounting height. One end bay has two tot swings and the other end bay has the circular swing (Hybrid, Oodle, etc.). The two middle bays are 9-0" mounting height. The two middle bays have two typical belt swings in each bay.





Swing Bay Section



Landscape Structures Oodle, Bule Imp Hybrid Swing, or Approved Equal

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS 1

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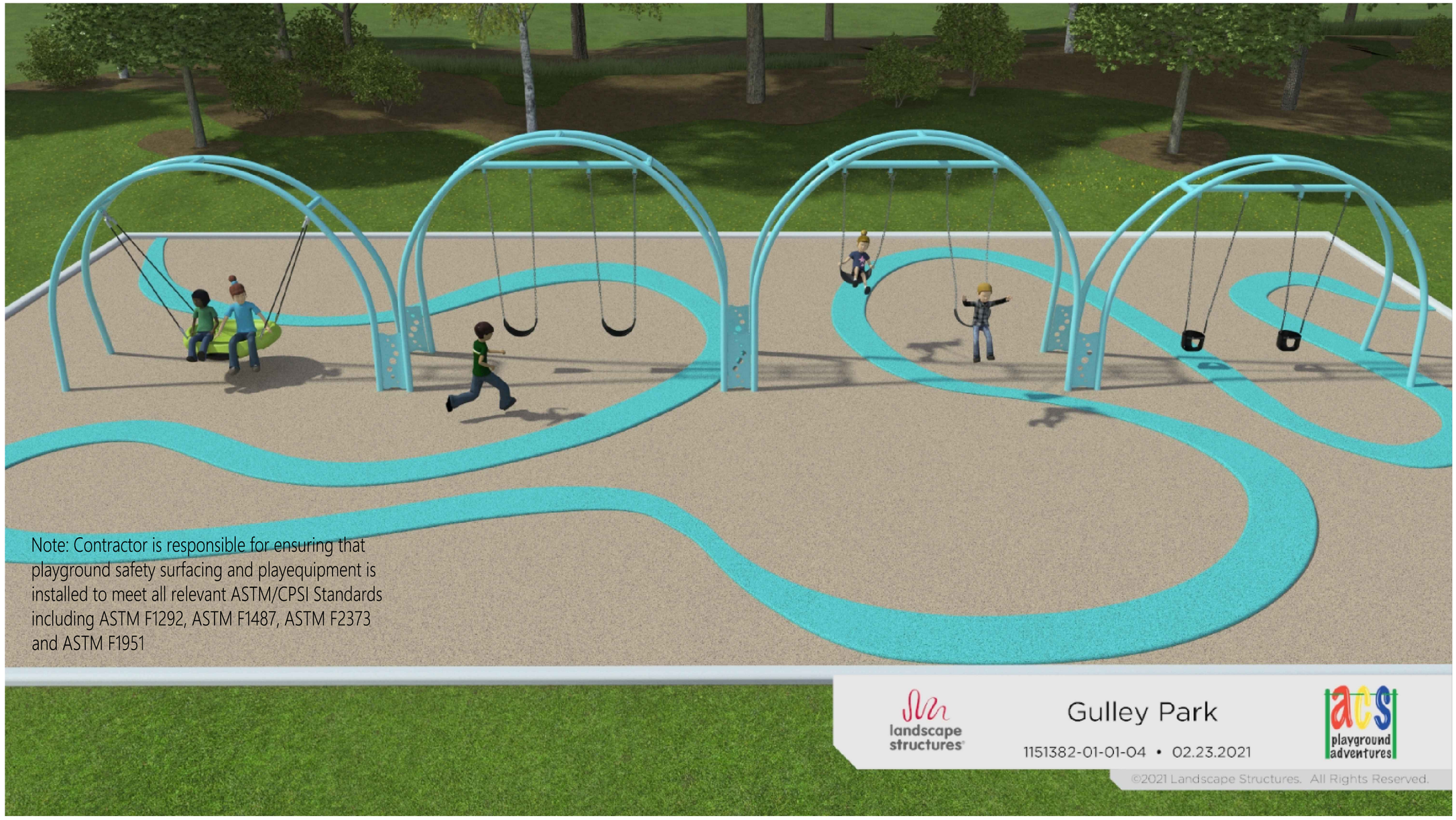
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C23
PROJECT: Gulley Playgd/Ftn

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Note the two middle bays have a 9' height for the swings. Eight foot height not acceptable for middle bays.



Conceptual Rendering of Swings

Surfacing is not representative of this project.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS Conceptual RENDERING

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C24
PROJECT: Gulley Playgd/Ftn

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Bag Storage - Match little library by bridge / parking lot

Ping Pong Table

Chess Tables

4" Soc Pipe

Mushrooms

Landscape Structures
We-Saw
54" Tall height

Wheelchair Accessable
We Go Round

Miracle
MegaTower 714-580JX

Chill Area

8' - 8" +/-

Swings

Center swings in swing space. Insure proper fall zones.

Flush

Dowel Connection

Slope 1.5%

Existing Light Pole

Existing 8' Concrete Path

Existing Pipe Under 8

Four 4'x10'x20" deep rock chambers

Swings ~2410 sf Safety Surfacing
Fall Height 9'-0"

Existing Walk

4'x10'x2 deep Infiltration Basins

Shallow Swale

Existing Sewer Line (~5' cover)

Set Concrete Ring Level

Existing Tree

Note: Low

North

1328.33 1328.45 1328.30 1328.15 1328.28 1328.22 1328.45 1328.45 1328.45 1327.20 1328.25 1328.20 1328.28 1328.26 1328.30 1327.90 1328.10 1328.65 1328.20 1328.58 1328.63 1328.70 1328.78 1328.73 1328.80 1328.75 1328.70 1328.75 1328.80 1328.40 1329.00 1329.00 1329.00 1328.10

R 3' R 34' R 3' R 3' R 3' R 10' R 10' R 6' R 6 R 3' R 3' R 6'- 6" R 2 R 4' R 4' R 8' R 6' R 18' R 2'-0" R 4' R 6'

8' - 0" 4' - 0" 5' -0" < 1.0% 5' - 0" 3' - 0" 15' - 6.5" 11'-4" 36'-6" minimum 63'-6" 12' - 0" 15' - 10" 29' - 7" 5' - 10 3/4" R 10' - 8" min 53' 75° 90° 45° R 9' - 6" min R 8'-0" 8" 45° 15" R 36' +/- - 0"

CA1 CA2 CA3 CA4 R 1.33' 4' R 1.33' Equal Dist. Equal Dist. Thickened Edge (CA1-CA2) SW1 SW2 CS2

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS AREA BLOWUP

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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

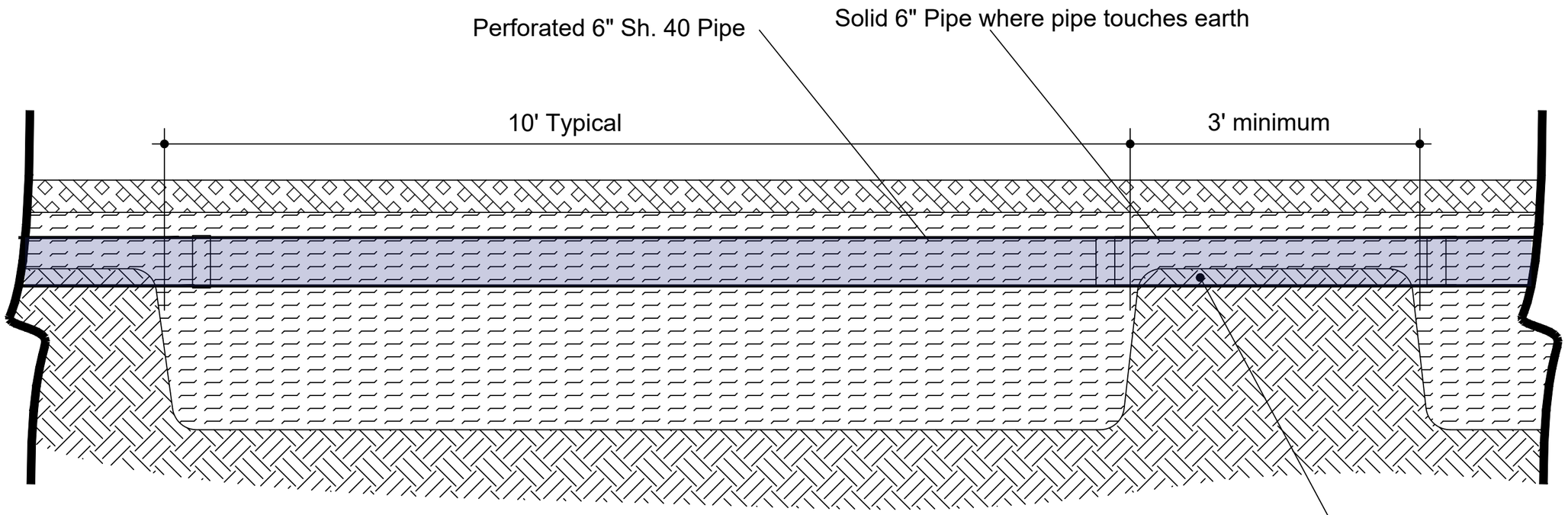
DATE: July 8, 2022
SHEET: C25
PROJECT: Gulley Playgd/Ftn

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Swing Basins = 4'x10'x1.67'=66.8cf x .40 =26.7cf x 4 basins = 106.8 cf of storage

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
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Note slight slope downward to the north. Adjust infiltration basins as necessary.



Section at Swings through infiltration Basin

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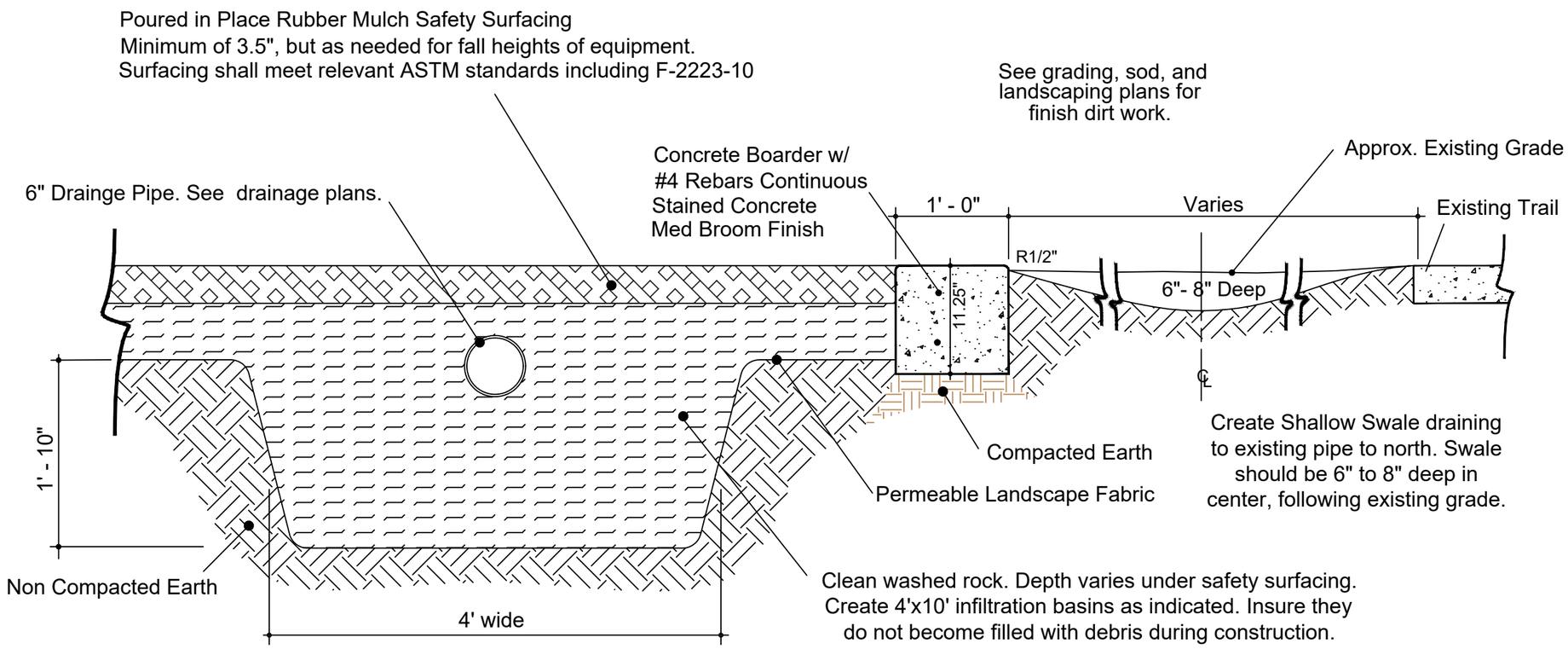
TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS INFILTRATION BASIN SECTION 1

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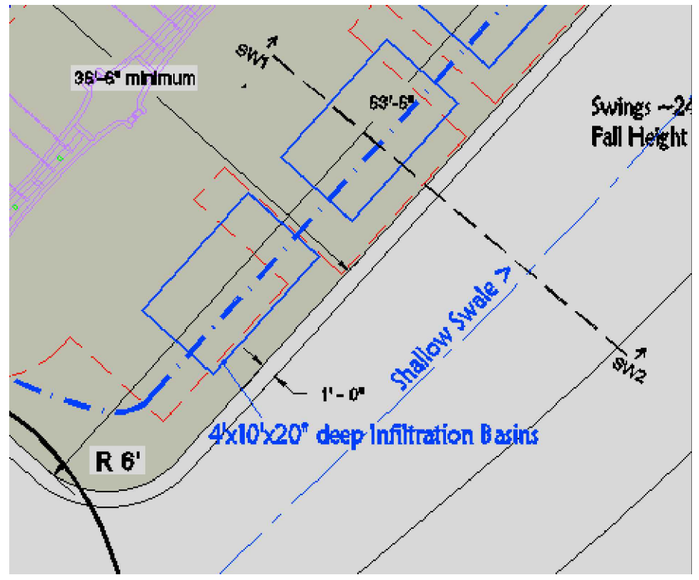
DATE: July 8, 2022
SHEET: C26
PROJECT: Gulley Playgd/Ftn



Section at Swings SW1-SW2

Note: Swing height in the middle bay is 9'. The other bays are to be treated as 8' as a minimum. If contractor adjusted the thinkness of the safety surface it must be done below grade so that the top of surface remains smooth and consistent. Pack the rock in in no more than 6" lifts. Use sandbags and/or other measures to keep storm water from flowing into clean rock before construction is complete.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22



Location Detail - See Other Details/Plans

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS INFILTRATION BASIN SECTION 2
TITLE:

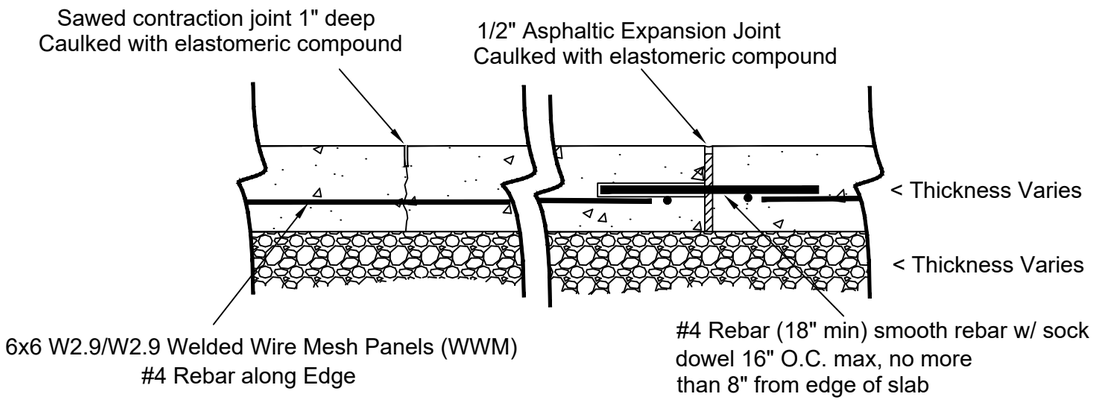
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C27
PROJECT: Gulley Playgd/Ftn

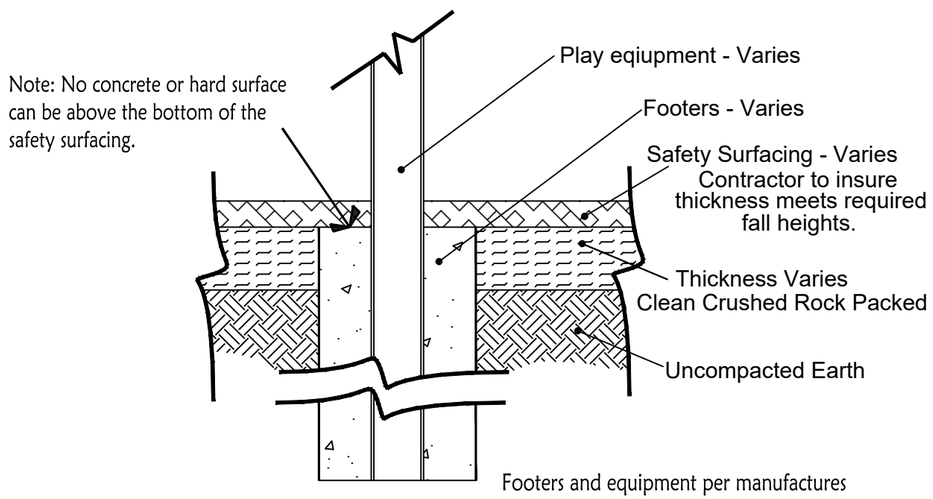
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August 24, 2022 5:29 PM
Foster, Zach



Sawcut Contraction Joint / Expansion Joint

Note: All expansion joints, including sidewalks, receive the rebar dowels as specified above.

Playground Equipment mounted per manufactures recommendations.



Footers and equipment per manufactures recommendations which shall meet relevant ASTM standards including F-1487-11

Playground Safety Surfacing & Footers

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
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7/12/22
STATE OF ARKANSAS

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
General Joint / Footers Details

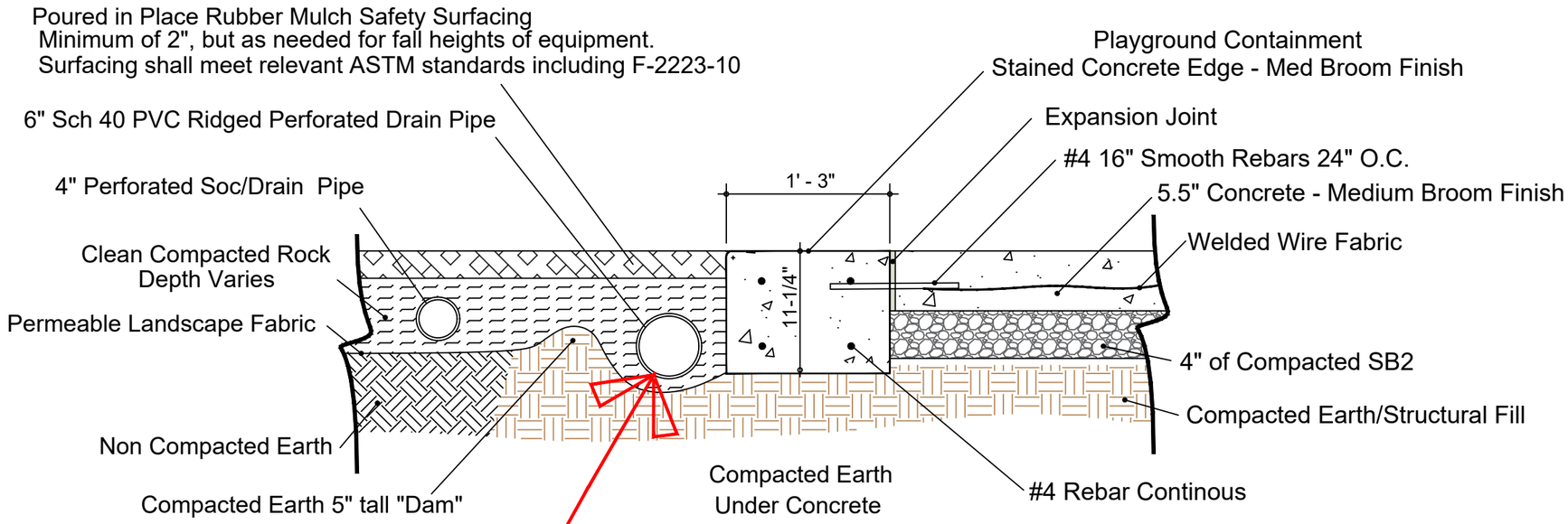
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Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE:
SHEET: C28
PROJECT:

Foster, Zach August 24, 2022 5:31 PM GulleyConsDrawings\SecondSection80522.dwg

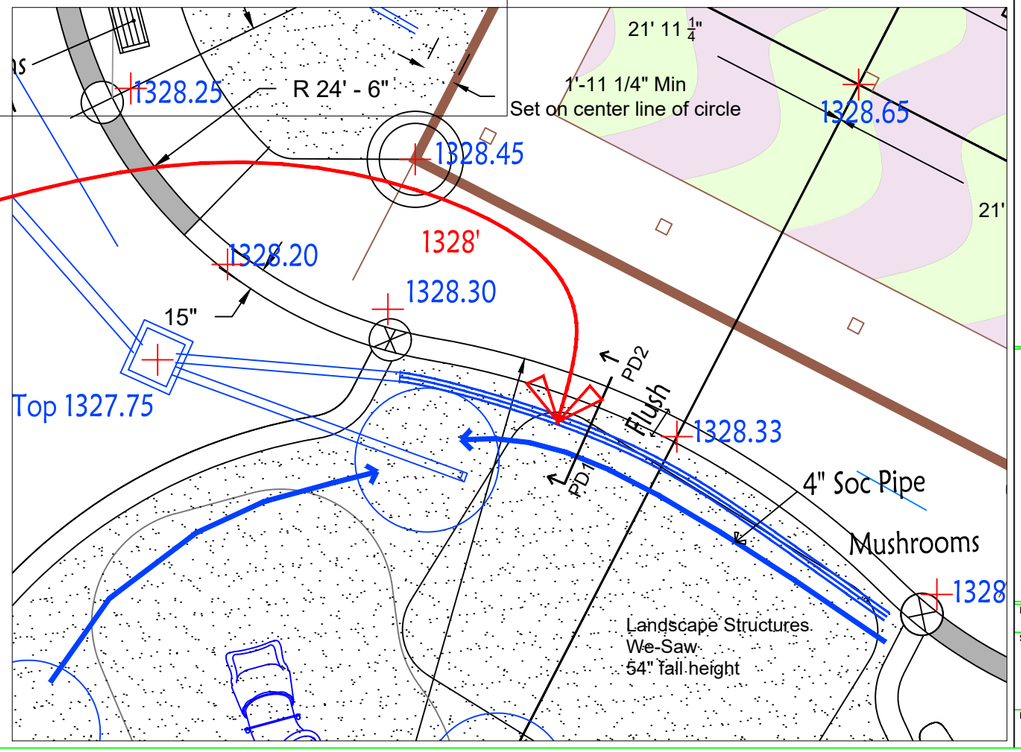


PD1-PD2 Section



6" PVC Perforated Ridged Drain Pipe

Note: The infiltration Basins in the playground surfacing areas are meant to allow rainwater to infiltrate into the ground as part of the required storm water requirements. During construction these areas as well as the rest of the playground surfacing areas must be protected from sediment build up.



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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Playground/Pavilion Section

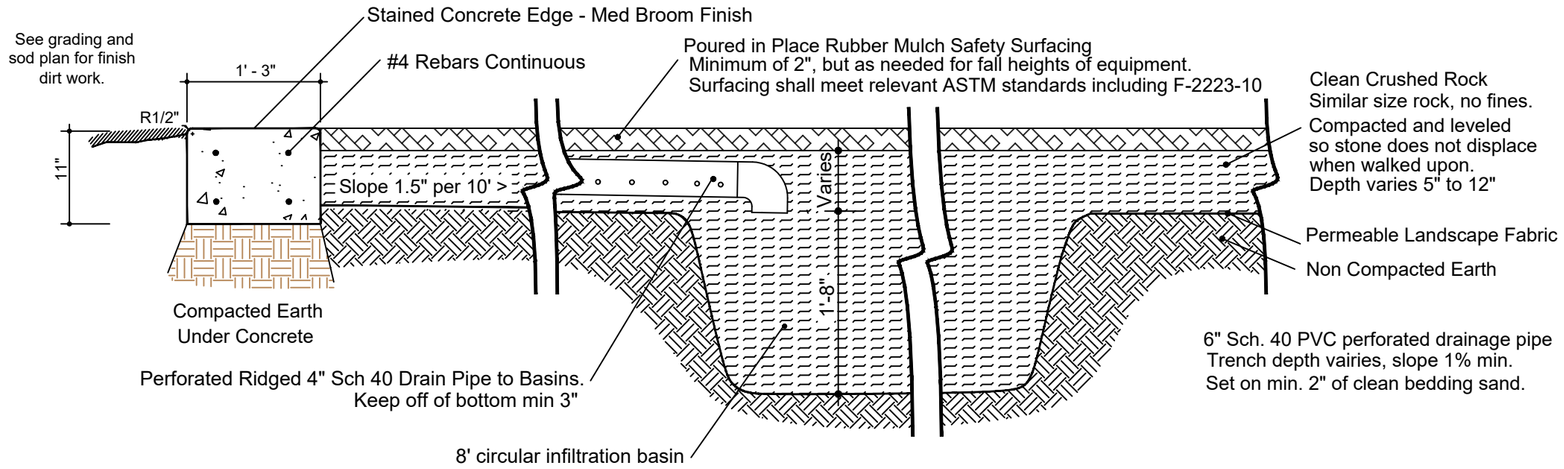
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C29
PROJECT: Gulley Playgd/Ftn

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August 24, 2022 5:33 PM
Foster, Zach



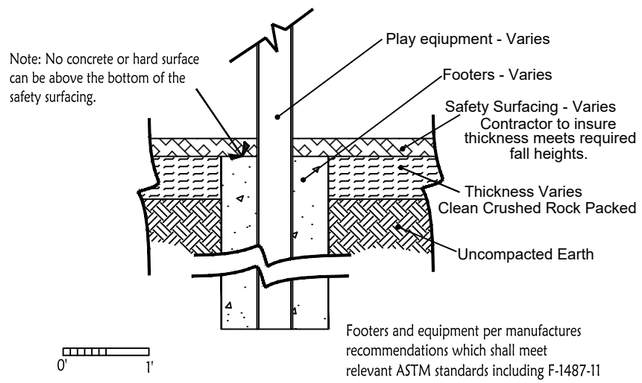
Playground Safety Surfacing and Infiltration Basin

0' 1'

Concrete: All concrete used in this work shall meet or exceed 4000psi at 28 days or higher standards if required by manufactures's recommendations.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

Playground Equipment mounted per manufactures recommendations.



Playground Safety Surfacing & Footers

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PLAYGROUND SURFACING DETAILS

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Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C30
PROJECT: Gulley Playgd/Ftn

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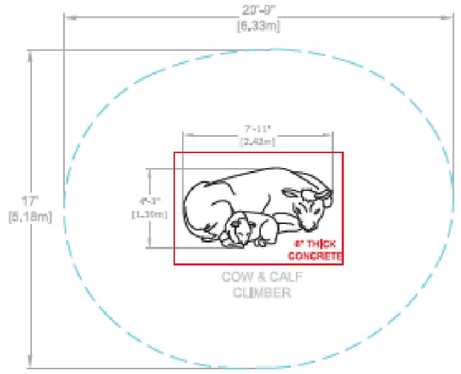
*Due to the custom nature of the product, all dimensions are approximate.
Actual sizes may differ slightly.

themedCONCEPTS
Setting the standard in custom environments since 1971.

UC-513-Custom
U-CLIMB

Cow and Calf Climber





Cement Plaster Specifications

Embossing Mortar and Cement Plaster is site mixed cement/aggregate meeting the same criteria as GFRC, but omitting the glass fibers; for filling the irregular voids between mold cast panels and/or special themed features.

ThemeCrete® Specifications

Themecrete® formula is a mixture with a Glass Fiber Reinforced Concrete (GFRC) base. GFRC is a cement/ aggregare slurry reinforced throughout with chopped glass fibers. Cement used is Type 1 Portland cement meeting the requirement of the ASTM C 150. Sand used is washed silica sand passing a U.S. No.20 sieve, and conforming to ASTM C 144. Glass Fibers used are alkali-resistant (AR) fiber specifically designed for use in concrete and chopped to 1"-2" lengths. Thickness of the cast and built up surfaces and panels shall be a minimum of 5/8" and up, depending on the face configuration.

Coloring Agents

All rockwork and colored paving construction shall be colored integrally and/or colored with dust on color hardeners or acid stain surface coloring or concrete water based stain.

1. Integral Color: Shall be "Chromix", as manufactured by L.M. Scofield Co; Los Angeles, CA or equal.
2. Dust: on color hardeners shall be "Lithochrome" Color Hardener by L.M. Scofield Co. Los Angeles, CA or equal.
3. Acid Stain: Shall be "Lithochrome" acid base stains as manufactured by L.M. Scofield Co.: Los Angeles, CA
4. Modified exterior latex paints: As needed for final color highlighting equal to Sherwin Williams outdoor concrete stain.
5. All other special features: Shall be colored with owner approved materials submitted by specialty Contractor.

E. Miscellaneous Special Materials: All features created by Specialty Contractor shall have drawings indicating materials to be used and shall be submitted and approved by owner prior to construction.

Backup Material

Shall be galvanized steel "diamond lathe", tied in place with annealed steel wire and reinforced with #3 or #4 steel reinforcing rods. Minimum physical properties shall be: 1500 pounds per square inch for tension and 5000 pounds per square inch for compression.

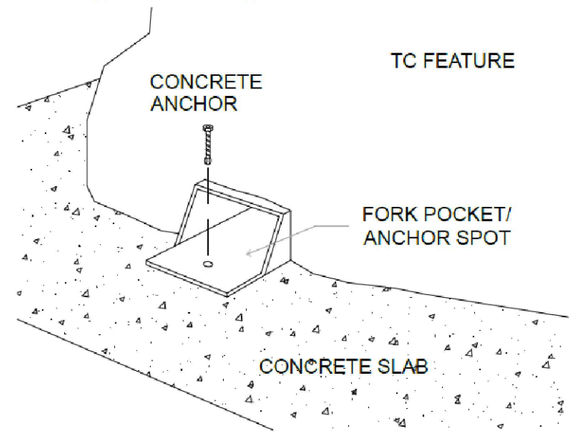
Description: Realistic mama bear climber with cubs. Used as independemt climber or for deck access

Part No:	UC-513	Weight:	2800 lbs	Length:	96"	Use Zone:	17'0" x 20'9"
Ages:	2-12	Height:	48"	Width:	60"	Category:	U-CLIMB

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855-724-3270

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Concrete Wedge Anchor Image



Note that poured in place rubber mulch playground surfacing will be placed on concrete. See other details. Order footer for mounting on concrete surface. Cut existing concrete slab and pour new footer as needed. Insure there is positive drainage around the climber.

Landscape Architect to approve Cow orientation in the field.

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Themed Concepts Cow and Calf Climber as displayed on this sheet or approved equal. For approved equals the size and materials should be similar. Provide information including drawings or photographs that clearly shows the size, materials, and aesthetics of proposed alternates.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Cows Climber

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1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C31
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
September 6, 2022 10:36 AM
Jack, Ted

Stagecoach

part of the Imagacast line

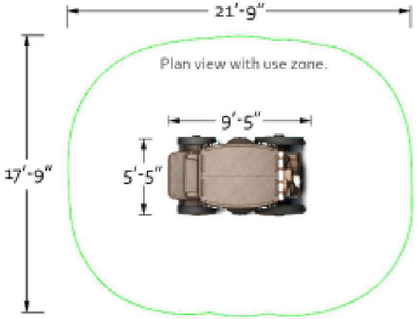


Installed
in woodchips.



Stagecoach

Travel off into an old west adventure with the Stagecoach, a life-sized concrete sculpt with award-winning detail. It's a perfect piece for imaginative games, action, or just for looks.



Material: Imagacast
Finish/Texture: Light sandblast
Anti-graffiti: Acrylic sealer

Color Options:
Standard pictured.
Custom available.
Full or partial mosaic available.

Colors may vary from pictures.



For Ages: 5-12
Estimated Users: 12
Footing: Integral to part
Highest Designated Play Surface: 6'-0"
Installation: Install using two (2) straps under part.

12" of woodchips -or- EPDM surfacing and fill.
12" of part must be installed below top of surfacing.

Weights can vary up to 5% and dimensions ± 1-inch.

Rep:	Company:	Phone:	
Contractor:	Project:		
Part Name: Stagecoach	Part #: 11202	Weight: 21,000 lbs	
Plant: 530-243-6477	Contact: Dan C.	Rev: 6/17	Page: 1/1

UPC Parks
530-605-2664
www.upcparks.com



Note that poured in place rubber mulch playground surfacing will be placed on concrete. See other details. Order footer for mounting on concrete surface. Cut existing concrete slab and pour new footer as needed. Insure there is positive drainage around the stage coach.

Landscape Architect to approve Stage Coach orientation in the field.

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

UPC Parks Stage Coach as displayed on this sheet or approved equal. For approved equals the size and materials should be similar. Provide information including drawings or photographs that clearly shows the size, materials, and aesthetics of proposed alternates.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Stage Coach

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Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C32
PROJECT: Gulley Playgd/Ftn

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Jack, Ted

Existing Playground Slab >

Existing Concrete Surface
To be Cleaned and Stained

6' Infiltration Basin

~620 sf of Fall Surface

SS1B

SS1

5 Benchs

NEW COW CLIMBER

NEW STAGE

Note: Contractor is to ensure that playground safety surfacing and playequipment is installed to all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Contractor to set exact layout of fall surface in the field.

Replaced Connection Walk

Safety Fall Surfacing
2" min or as needed to meet fall heights

< Flush >

Existing Concrete Pad / Base

Adjust / Add Clean Compacted Rock as Needed
but to a minimum of 4" depth below safety surfacing.

Note: if a larger area of concrete is cut out requiring pouring new concrete to form the safety surfacing shape, use dowels on 30" center to tie new concrete to old. Use a cold joint for connection.

0' 1' 2' 3'

Note: Benches locations on drawings are approximate. Final location to be approved in field by Landscape Architect or Engineer.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
EXISTING PLAY EQUIPMENT SLAB LAYOUT

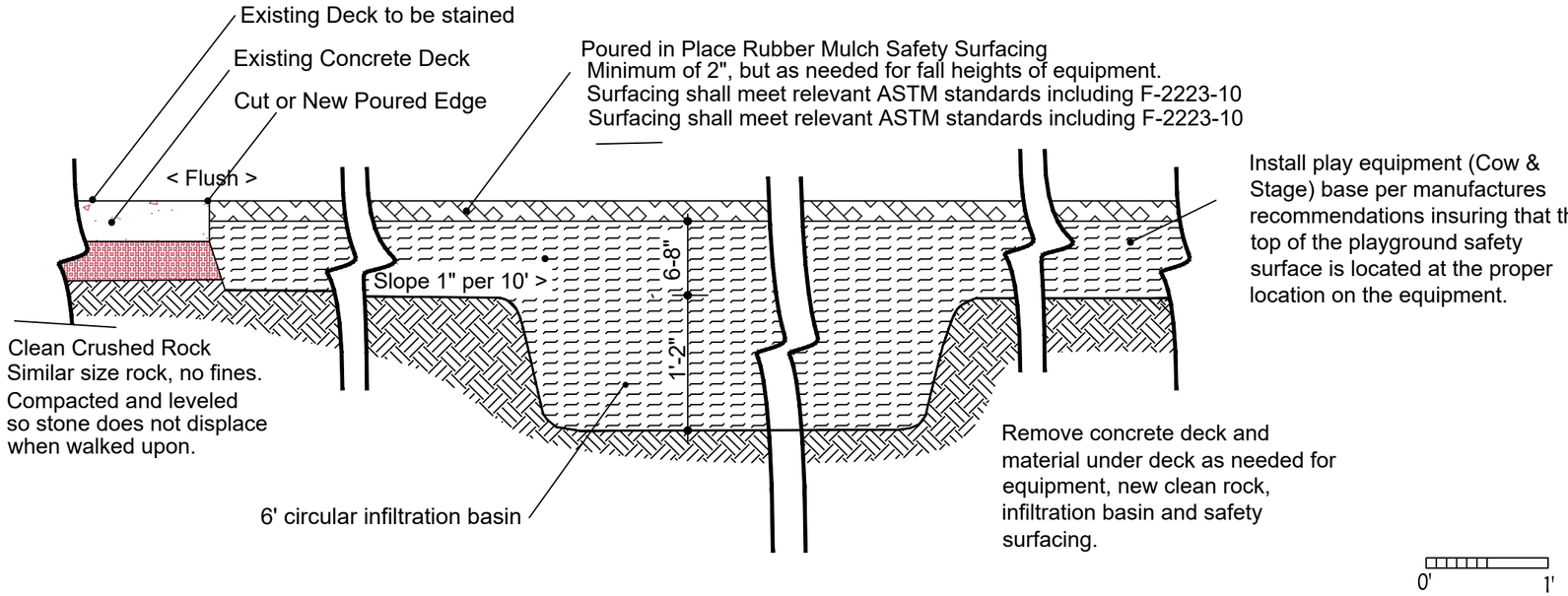
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DATE: July 8, 2022
SHEET: C33
PROJECT: Gulley Playgd/Ftn

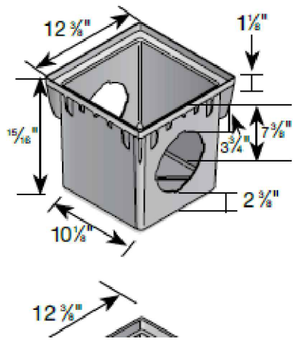
GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:39 PM
Foster, Zach



Section SS1 - SS1B
Existing Playground Slab Modifications for Equipment and Safety Surfacing

Catch Basins: Provide Plastic Catch Basins equal to NDS 1200 series for catch basins shown for site and two NDS 1800 series catch basins or approved equal. Note 1800 catch basins need the reinforced top. Use Use 1211 Polyolefin Grate for 12" basins. 6" of soil must be above drainage pipes and use Catch Basin Risers if needed and other fittings as required.

NDS



Part No.	Description	Color	Pkg. Qty.	Wt. Ea. (lbs.)	Product Class	Specifications
1200BLKIT	12" x 12" Catch Basin Kit	Black Grate	4	7.59	10ND	12" x 12" Tapered Catch Basin. Polypropylene. Kits include 2-opening Catch Basin, Grate, Screws, 2 Outlets and 1 Plug. DISP includes 4 kits with black grates and 4 green
1200GRKIT	12" x 12" Catch Basin Kit	Green Grate	4	7.59	10ND	
1200KITDISP	12" x 12" Catch Basin Kits in Display Box	Blk/Grn Grates	8	7.59	10ND	
1200	12" x 12" Catch Basin, 2 Openings	Black	4	4.25	10ND	
1203	12" x 12" Catch Basin, 3 Openings	Black	4	3.75	10ND	
1204	12" x 12" Catch Basin, 4 Openings	Black	4	3.75	10ND	
	Requires either #1206, #1242, #1243, #1245, #1266 or #1889 Universal Outlet to connect pipe to basin (see page 35). Bottom cutout can be removed.					

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSectSet80522.dwg

GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Existing Play Equipment Slab Modifications
TITLE:

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C34
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSectSet80522.dwg
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Foster, Zach

DYC9050

POOL DECK WATERBORNE ACRYLIC STAIN
9050 Data Sheet

CHARACTERISTICS

Dyco 9050 Pool Deck Waterborne Acyclic Stain is specifically formulated for use on Pool Deck surfaces with a low sheen and hard protective finish. May be applied to old deck paints if firmly bonded to the deck surface. Self priming when applied to bare concrete pool deck surfaces. Easy to use and cleans up with soap and warm water.

RECOMMENDED USES

- New Concrete Pool or Patio Decks
- Previously Painted Pool or Patio Decks
- New Kool Deck Surfaces

FEATURES/BENEFITS

- Adheres to Bare or Painted Concrete Surfaces
- Select from Light to Mid-Range Colors
- Fast Drying and Easy to Apply
- Resists Cracking and Peeling
- Resists Mildew
- Resists Fading
- Easy Soap and Water Clean Up

RECOMMENDED PRIMERS

- Previously Painted Decks - #9040

SPECIAL NOTES

Existing painted surfaces must be cleaned and de-glossed. Not recommended for wood decks or vehicular traffic.

SLIPPERY WHEN WET

If the surface to be coated is exposed to water from rain, sprinklers, pools or by other means or if the surface is an inclined plane, such as a ramp or if concrete steps are being coated, Dyco recommends mixing SKID GARD #45 at 0.2lbs per gallon. If SKID GARD #45 is not available, see your paint specialist for a recommendation of a suitable aggregate to be used at 0.2lbs per gallon.

FOR ADDITIONAL INFORMATION

See SDS or call toll-free 1-800-282-7901.

TECHNICAL DATA

Vehicle Type	Waterborne Acrylic
Finish/Sheen	Low
Solids by Weight	42%
Solids by Volume	30%
Viscosity	70 ± 2 KU
VOC (less exempt solvents)	50 g/L.
Weight per Gallon	10.2 lbs/gal.

COVERAGE

175-225 S.F./Gal. @ 4 mils Wet; 1.0 mil DFT
(Actual coverage may vary depending on type of substrate and application method.)

COLOR

- 9050 Tint Base - Light and Medium Colors

KEY ATTRIBUTES

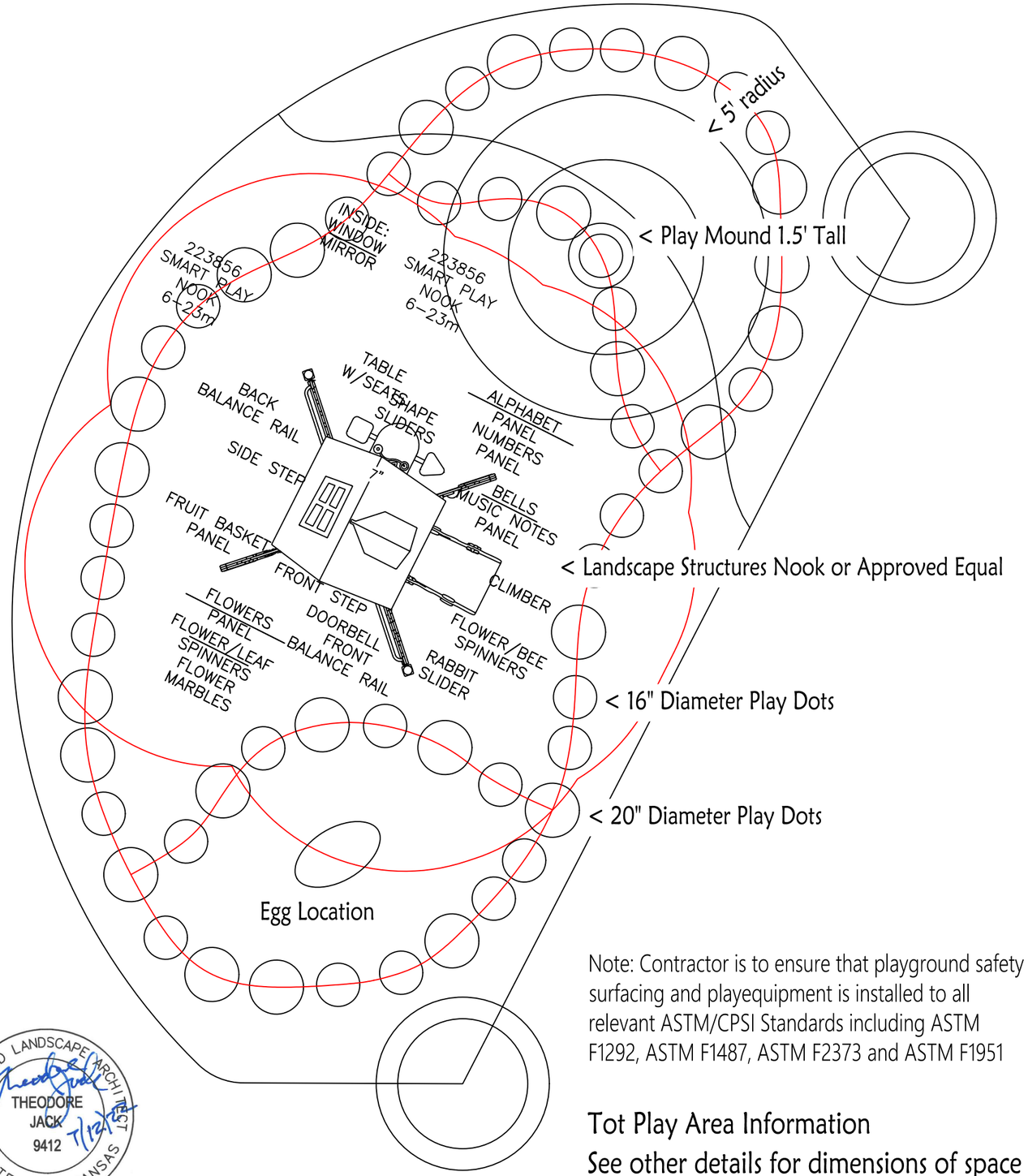
Application Temperatures: 50 - 110 °F (10 - 43.33 °C)
Application Tools: Roller or Airless
Dry Times: Touch - 1 Hour; Recoat - 2 Hours
(Dry Time Based on 77 °F (25 °C), 50% Relative Humidity)
Thinner: Water Reducible
Clean Up: Warm Soapy Water

Add Grit for Slip Resistance.

Install per manufacture's recommendations
Color to be chosen by LA from standard colors

MADE IN USA
Sun Paints & Coatings / Dyco Paints • 5850 Ulmerton Road • Clearwater, FL 33760 C-20
Phone: 1.800.282.7901 • Facsimile: 727.536.0561 • www.SunPaintsAndCoatings.com R-1

Existing Play Equipment Slab Stain or Approved Equal



Note: Contractor is to ensure that playground safety surfacing and playequipment is installed to all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Tot Play Area Information
See other details for dimensions of space

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Existing Play Slab and Tot Play Area

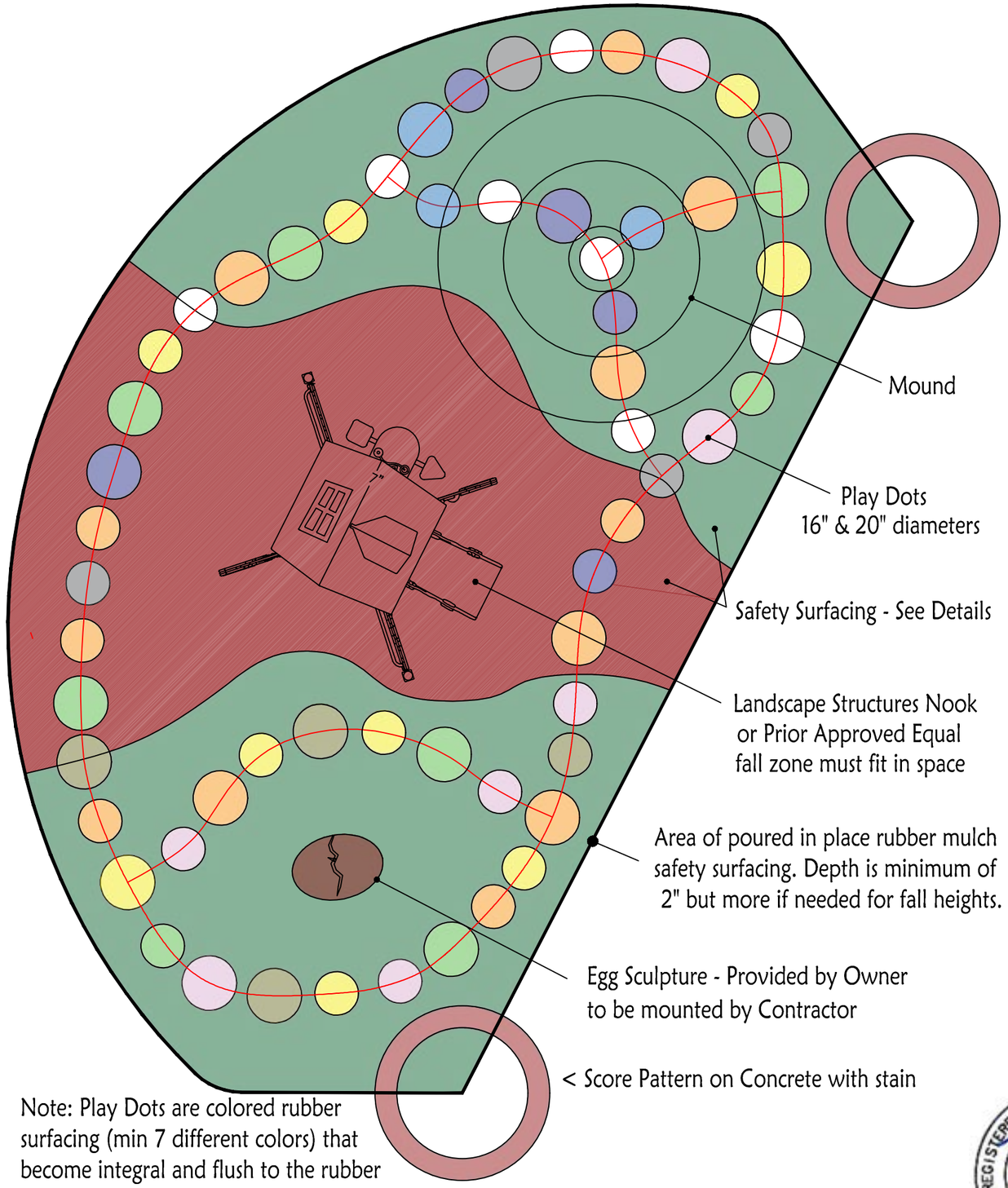
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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C35
PROJECT: Gulley Playgd/Ftn

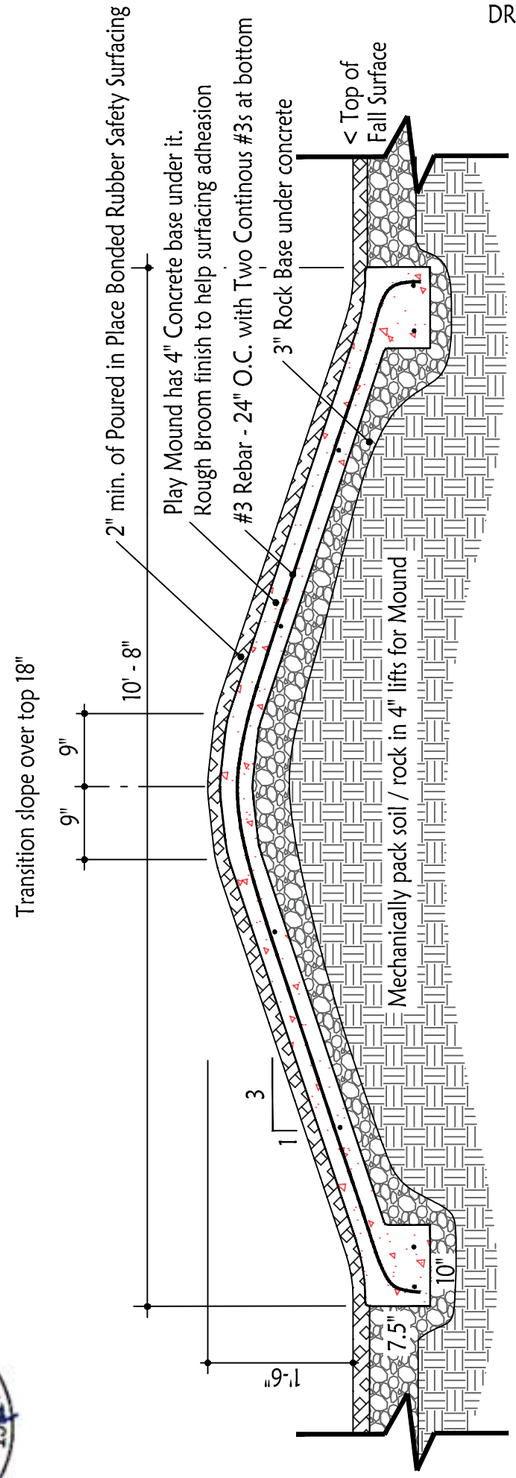
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August 24, 2022 5:38 PM
Foster, Zach



Note: Play Dots are colored rubber surfacing (min 7 different colors) that become integral and flush to the rubber mulch surfacing.

See sheet titled "Bonded Rubber Mulch Playground Surfacing " for additional information and requirements.

DRAWING UPDATED ON 9/27/2022



Section Through Play Mound in Tot Area

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FILE NAME: GulleyConsDrawingsSecondSection80522_recover.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Tot Area Play Surfacing & Play Mound Section

REVISED

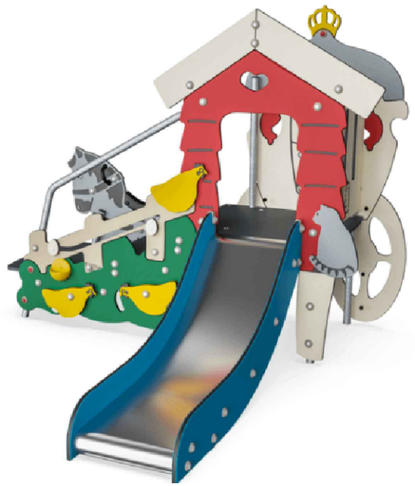
DATE: July 8, 2022
SHEET: **C36**
PROJECT: Gulley Playgd/Ftn

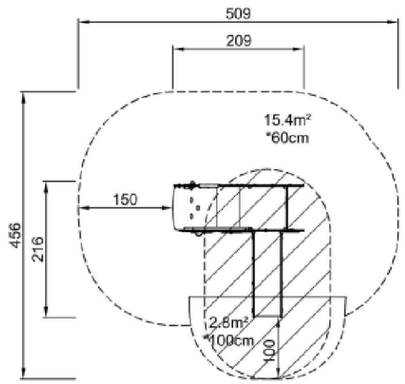
REGISTERED LANDSCAPE ARCHITECT THEODORE JACK 9412 STATE OF ARKANSAS 7/27/22

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September 27, 2022 2:22 PM
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Nook
Model # 223856
www.playlsi.com

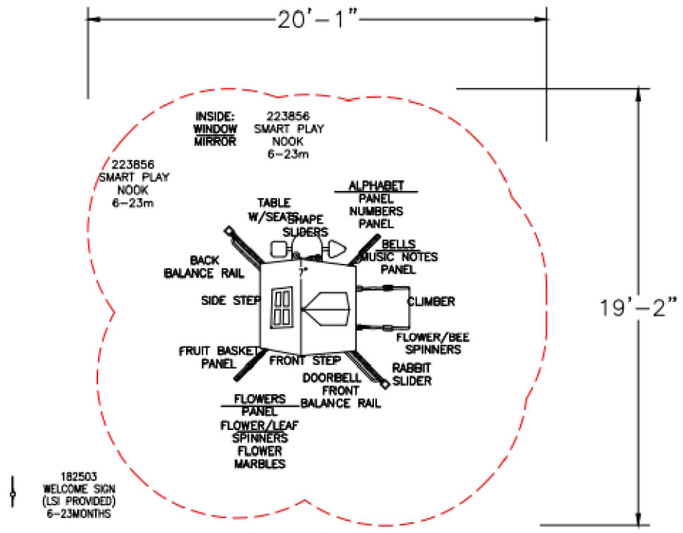




MSC542600
*100cm
**166cm
***18.2m²

Kompan Chicken Farm & Horse Carriage
Model # MSC542600
Visit www.kompan.co.uk for more information

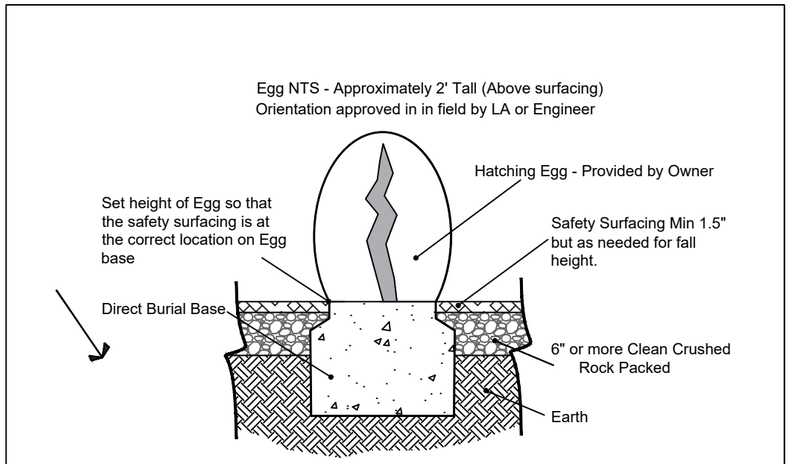
Looking for farm themed piece.



Smart Play®
(6-23 months)

Max Fall Height: 7 inches

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951



Hatch Egg Sculpture

Landscape Structures Nook, Little Tikes Playhouse, Adventure Play Cottage Playhouse, or Approved Equal

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
TOT ARE PLAY EQUIPMENT AND EGG DETAIL

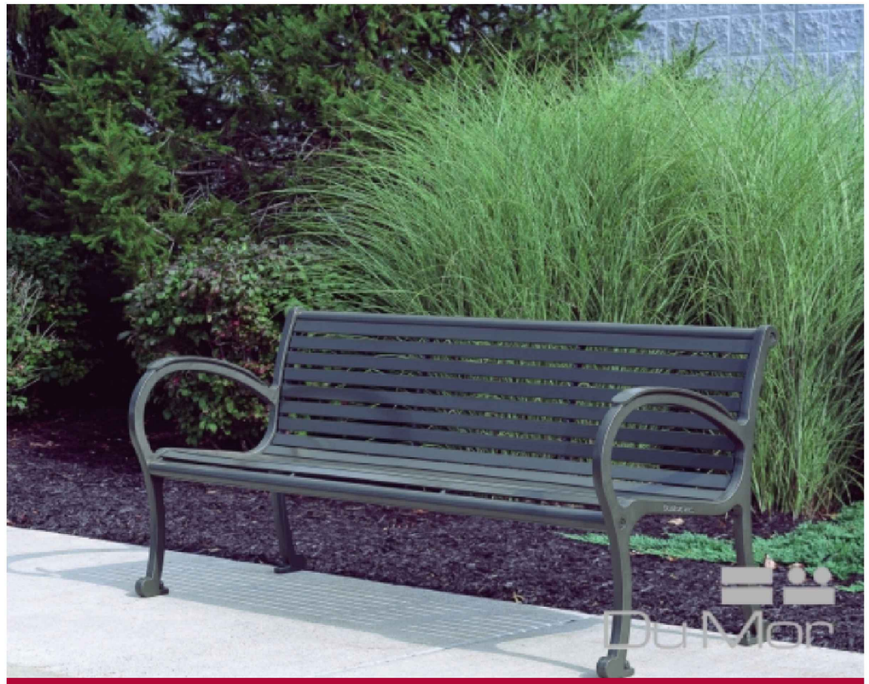
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1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C37
PROJECT: Gulley Playgd/Ftn

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Bench 160

DuMar

Sitescapes Westport w/ Street Loop Ends is an approved equal.

6' metal Park Bench - All benchs must be of the same style/manufaacture.
Black - Powerder Coat - Surface Mount per Manufacture's recommendations.
Benches must be new. Cut bolts so no more than two threads are exposed above nut. Paint bolts and nuts black.
These three benches are approved equals.
Note some locations to be approved in the field.

Use benches shown or prior approved equal.

Product Information

- *MODEL NUMBERS AND PRICES*

160-60
6' CAST BENCH, STEEL SEAT
266lbs

160-80
8' CAST BENCH, STEEL SEAT
314lbs

160 ARMREST
OPTIONAL CENTER ARMREST
18lbs

For pricing please register HERE.

If you have already registered login H

- *OPTIONS*

GameTime
A PLAYCORE Company

Series 100 Bench, Vertical Slat



Series 100 is a classic. With traditional slats and a sleek armrest, its the perfect complement to any park or street. A perennial favorite throughout the world, this is going to be your new favorite place to rest and relax.

Features and Benefits:
- Available in 6' and 8' lengths
- Choose from horizontal or vertical slat design
- Durable powder-coat finish

Model: S105

Limited Lifetime Warranty on uprights, hardware and connections. Visit **gametime.com/warranty** for full warranty information

Gametime

Miracle

OUR PRODUCTS | MARKETS | PLANNING | ABOUT US | GALLERIES

Benches

6' Covington Bench with Back/Arms – Slat – Portable/Surface Mount

Model: MRCO1119C

$1,109

6' Covington Bench with Back/Arms - Slat - Portable/Surface Mount quantity

1

Add to Quote

Share

Switch to Metric



Miracle

This Sheet Provided for Informational purposes to show design intent and set standard for equipment.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BENCHES

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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C38
PROJECT: Gulley Playgd/Ftn

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GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:45 PM
Foster, Zach

thepark AND FACILITIES CATALOG

Covered Park Grill With Utility Grill
Model. No. 136-1025



- Cover protects inner parts of the grill from the elements to prolong grill life
- Fire grate allows better draft control and keeps the fire off of the bottom of the firebox to prolong grill life
- Four draft vents for heat and smoke control
- Fire and cooking grates are permanently attached to the firebox but tips up for easy cleaning
- Public use-type grips of coiled steel bar
- Theft-proof base attachment
- Full 360° rotation for draft control
- Utility shelf included
- Quality construction throughout

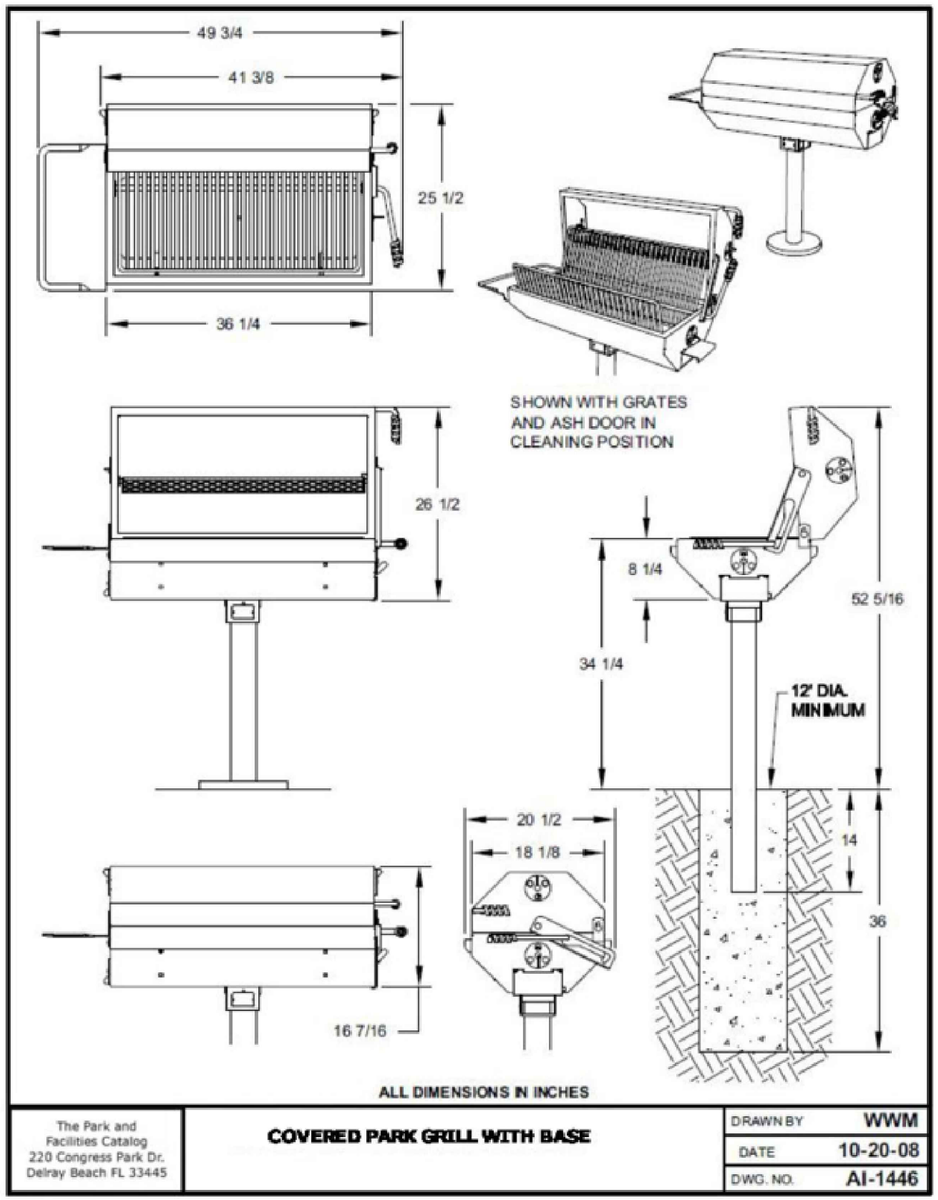
SPECIFICATIONS:

- **Model No. 136-1025** is 19-1/2" x 41-1/2" x 16-1/2" high has a cooking area in excess of 500 sq. in.
- Grill is supported by a 3-1/2" O.D., 40" long, steel pipe for permanent installation in concrete footing
- Edges of firebox and cover which mate are stiffened with a 1" flange. All edge connections are entirely welded. Cover of 14 gauge sheet metal is reinforced with 11 gauge steel end panels. Firebox is fabricated from 10 gauge steel plate with 11 gauge steel end panels. Cover and firebox contain 4 sets of ventilation holes with adjustable steel vent covers.
- Cover is secured to the firebox by two hinges designed to eliminate finger pinch points between the cover and the firebox. A bracket designed with a safety stop holds the cover open to prevent accidental closing.
- Cooking grate is constructed with a one-piece, formed perimeter bar and grate bars of 1/2" dia. A-36 steel bar. Cooking grate tips back to provide access to the fire grate for fire building and ash removal.
- Fire grate is constructed with a one-piece, formed perimeter bar and grate bars of 1/2" dia. A-36 steel bar. from firebox Two steel retainer bars prevent removal of grate and allow grate to be tipped vertically with included grate hook for easy ash removal through clean-out hatch.
- Cover and grate handles are constructed from 5/8" dia. A-36 steel bar and provided with a substantial spring grip handle suitable for use by the public made from 1/8" x 1/2" steel flat bar (not wire springs).
- A base attachment mechanism constructed from 3/16" steel plate is theft-proof and allows continuous rotation in either direction.
- Entire unit is finished in high temperature, heat resistant, nontoxic black enamel.
- **Standard:** Includes one 3/16" x 9" x 19-1/4" steel plate utility shelf
- **Optional**: bolt-down base plate base.
- **Optional:** portable disc base
- **Optional:** portable caster base

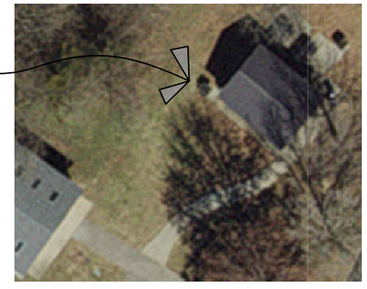
AVAILABLE OPTIONS

Portable Caster Base
Portable Disk Base
Bolt-down Base Plate Base

The Park and Facilities Catalog
220 Congress Park Dr. #215 Delray Beach, Fl. 33445
www.theparkcatalog Ph: 800-695-3503



Barbecue Pit Location



At the existing pavilion old barbecue pits have been removed. Install one new barbecue pit on the south west corner on the slab at existing pavilion. Insure pit is solidly mounted. Use models specified or pre-approved equal. Surface mount. After installation, cook a round of burgers/hot dogs to make sure they are functional.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BARBECUE PIT

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C39
PROJECT: Gulley Playgd/Ftn

Trash Cans

Surface Mount - Install Per Manufacture's Recommendation

Color and finish to match benches.

Du Mar 157-22-T10 or Gametime Series 1000 Solid Top or approved equal. All trash cans shall be of the same manufacture and new.

GameTime
A PLAYCORE Company

Series 1000 Receptacle, Solid Top



Pure, clean lines with rolled edges present a beautiful and polished style to any seating area. Features our premium powder-coated finish for maximum durability.

Features and Benefits:

- Linear design with rolled edges for a polished look
- Durable steel materials and premium powder-coated finish
- Available in a full range of colors

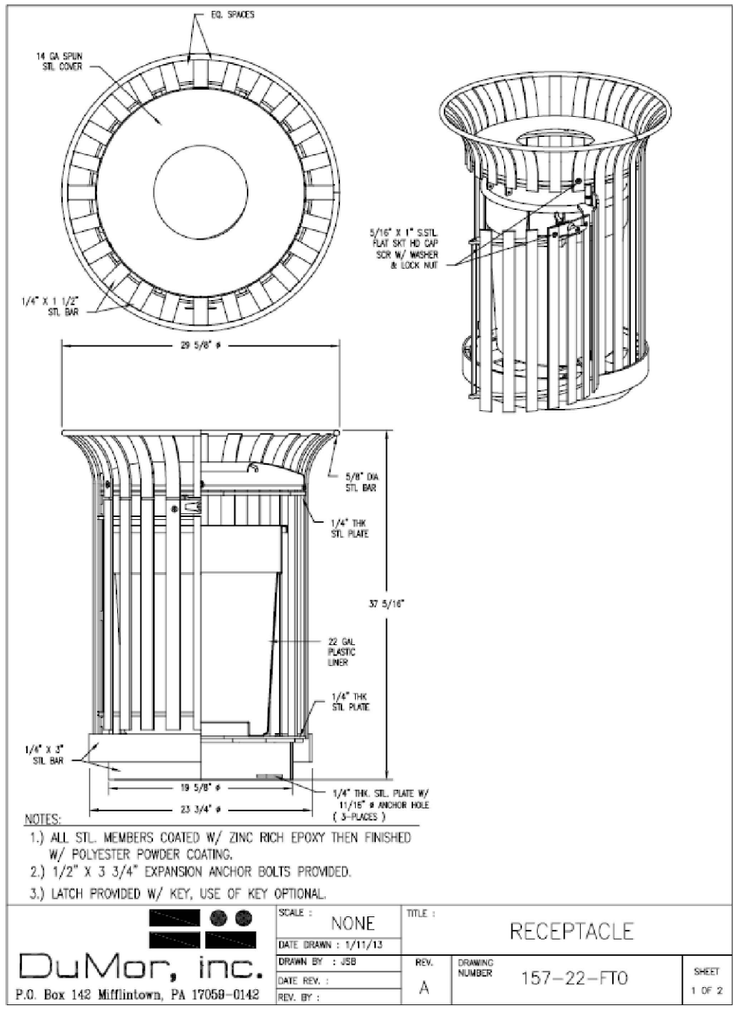
Model: S1005

Limited Lifetime Warranty on uprights, hardware and connections. Visit **gametime.com/warranty** for full warranty information

Designing award-winning playgrounds since 1929.

Certified Installer Network - GameTime trained for GameTime playgrounds.

Complies with ASTM standards before it leaves the factory.



NOTES:

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
3.) LATCH PROVIDED W/ KEY, USE OF KEY OPTIONAL.

DuMor, inc.
P.O. Box 142 Mifflintown, PA 17059-0142

SCALE : NONE	TITLE : RECEPTACLE			
DATE DRAWN : 1/11/13				
DRAWN BY : JSB	REV. A	DRAWING NUMBER 157-22-FTO	SHEET 1 OF 2	
DATE REV. :				
REV. BY :				

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
TRASH CANS

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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C40
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 5:40 PM GulleyConsDrawingsSecondSection80522.dwg

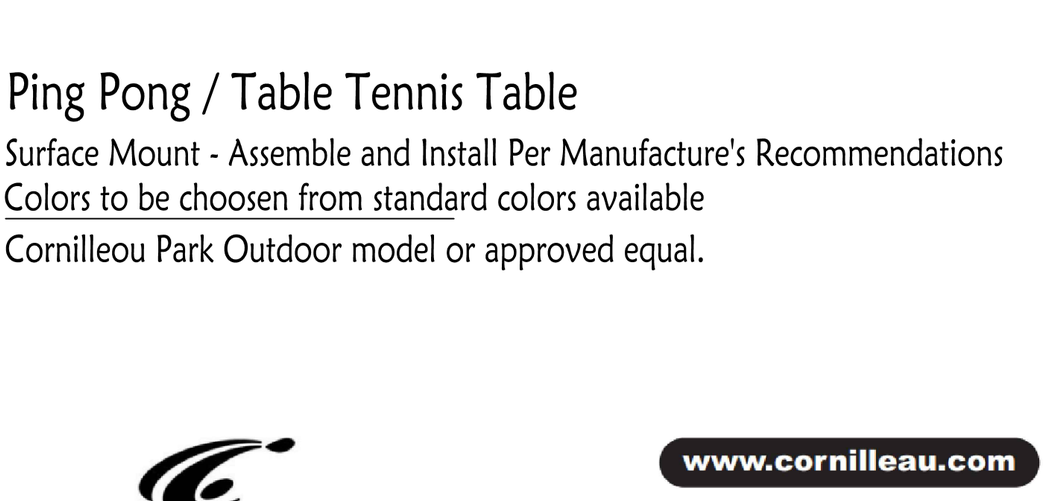
Ping Pong / Table Tennis Table

Surface Mount - Assemble and Install Per Manufacture's Recommendations
Colors to be choosen from standard colors available
Cornilleou Park Outdoor model or approved equal.

cornilleou
FRANCE

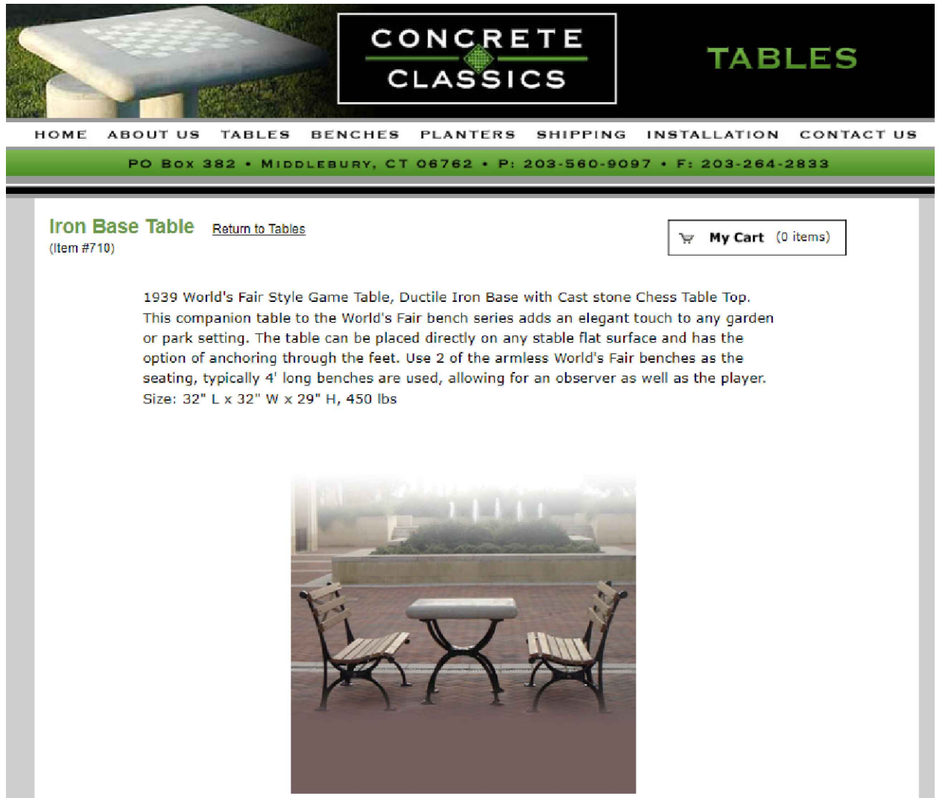
www.cornilleau.com

PARK
OUTDOOR



Chess Table and Chairs

Surface Mount - Assemble and Install Per Manufacture's Recommendations
Insure table is installed at proper orintation for chess play.
Concrete Classics Iron Base Table and 4' World Fair Benches or approved equal





Tables location to be approved by Landscape Architect/Engineer before mountingz

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Ping Pong/Chess Tables and Chairs

REVISED

Parks and Recreation
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Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C41
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 5:40 PM GulleyConsDrawingsSecondSection80522.dwg

GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:40 PM
Foster, Zach

polygreen FOAM

PLAY | 1¼"



Physical Properties

Polygreen Play consists of thermal bonded (closed-celled) cross-linked Polyethylene foam (PEX). This foam comes from production residues and contains no contaminants.

Polygreen Play is tested based on microbiological resistance to weathering, oxidation, acids & bases. The predicted durability of PEX is100 years minimum.

Technical Specifications

Physical		
Thickness at 2 kPa (0.3 psi) load	1.46 in	
Mass per unit area	.68 lb/ft²	

Performance		
Critical Fall Height (Head Injury Criterion = 1000)	4.27 ft	ASTM F 1292

Drainage and Isolation		
Thermal conductivity (λ10)	.03 BTU/hr/ft/°F	ASTM C 177
(resulting) Thermal resistance (R-value)	4202 hr/ft²·°F/BTU	ASTM C 177

HIGHLAND

PRODUCT SPECIFICATIONS



2 BLADE
COMBINATION



CHARACTERISTICS	SPECIFICATIONS
Grass Fibers:	W-Blade in Field/Olive, Diamond Blade in Field/Lime, with tan/green Thatch
Grass Yarn Denier:	14,400 total
Pile Height:	1 1/2" tall
Grass Yarn Face Weight:	48 oz/sy
Tufting Gauge:	3/8 inch
Processing:	USA
Primary Backing:	UV stabilized, multi-layer woven polypropylene – grab tear strength guaranteed!*
Reinforcement Coating:	20 oz/sy of high-grade polyurethane
Drainage Rates:	40 inches per hour - guaranteed!*
Melting Point:	Over 220°F - guaranteed!*
Water, Heat And Frost Resistant:	Yes - guaranteed!*
Standard Roll Size:	15 feet wide by 100 feet long
Recommended Infill:	Approximately 2 pounds per square foot for landscaping use

Recommended Applications:	Moderate /High Traffic, Playgrounds, Pets, Commercial
Colors:	Four primary colors for a natural blend: 2 W-Blade in Field/Olive 2 Diamond Blade in Lime/Hunter 2 Thatch yarn – Fresh Green and Tan
Warranty:	Industry leading, 15 Year Limited Manufacturer's Warranty - guaranteed workmanship, UV stability, water/heat/frost resistance, grab-tear strength, drainage, grass yarn melt points and chemical and environmental regulations.*
Environmental:	Meets EN71-3 (European Toy Standard) and EPA/ RCRA regulations for toxic waste and heavy-metals - guaranteed!*

15 Year Limited Warranty

Surfacing for Bag Toss Area Synthetic Grass. Surfacing to include padding. Products shown on this sheet and Miracle Play Terrain Synthetic Turf, and any prior approved equals. Note transition from artificial turf to surrounding concrete shall be flush to accommodate wheelchair use. Installed per manufacture's recommendations. Turf infill to be included.

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FILE NAME: GulleyConsDrawingsSecondSectionB0522.dwg

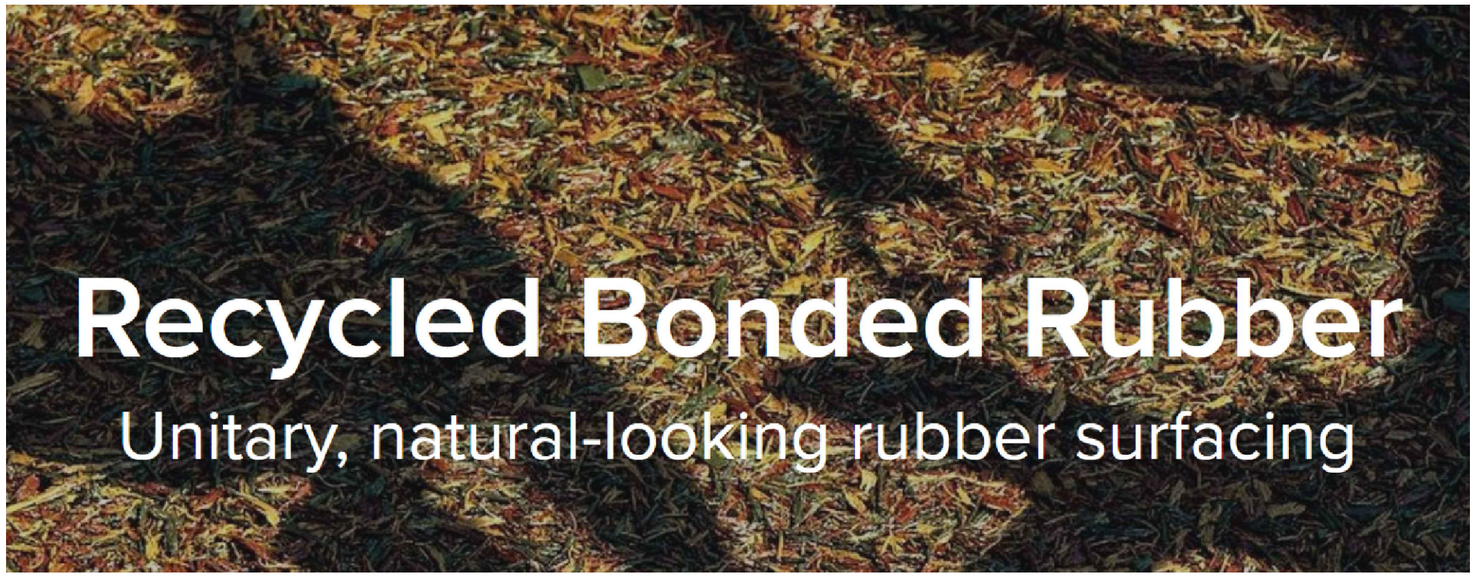
TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BAG TOSS SYNTHETIC TURF SURFACING

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C42
PROJECT: Gulley Playgd/Ftn



NoFault or Gametime Impax Bonded Rubber single layer or approved equal.
https://www.gametime.com/playground-surfacing/recycled-bonded-rubber

Note: Contractor is to ensure that playground safety surfacing is installed to all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487 and ASTM F1951.

Safety surfacing for playground equipment areas shall be poured in place Bonded Rubber Mulch suitable for an outdoor accessible public playground . Note that minimum thickness are called out in the drawings, but some areas will require greater depths to meet fall height requirements. The contractor is responsible for insuring that the proper depth of safety surfacing is installed to meet or exceed fall height and other safety requirements. The contractor is responsible for testing and certification of the safety surfacing after installation per requirements and methods outlined in ASTM F1292 and ASTM F1951. Surfacing connections to other accessible surfaces shall be flush to accommodate wheelchair use. Installed per manufacture's recommendations including compacted stone base. Contractor to provide a repair kit including additional rubber mulch for repairs.

Mulch coloring expected to be a blend or mixed colors for play equipment areas with the exception of the tot area. Note the surfacing on the west side of the pavilion at the Tot Area has a circle pattern that will be incorporated into the two color areas of the surfacing as indicated by the drawings. Contractor to provide a mock up for one circle to show preferred method for approval by the LA/Engineer. EPDM rubber granules may be used for the circles if that produces a strong finished product.

GTIMPAX BONDED™
Recycled Bonded Rubber Surfacing

BONDED RUBBER COLOR CHART



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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Bonded Rubber Mulch Playground Surfacing

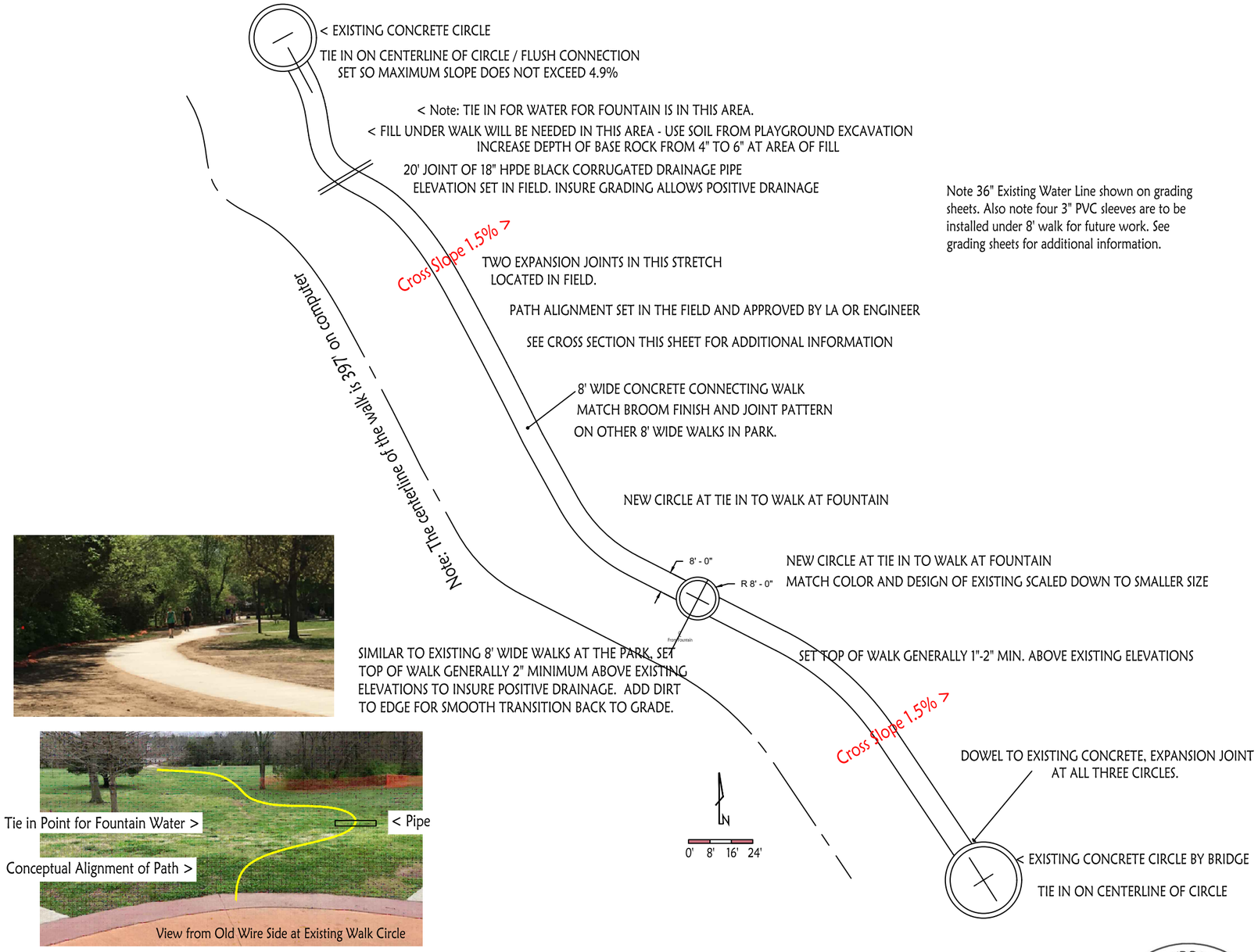
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PROJECT: Gulley Playgd/Ftn

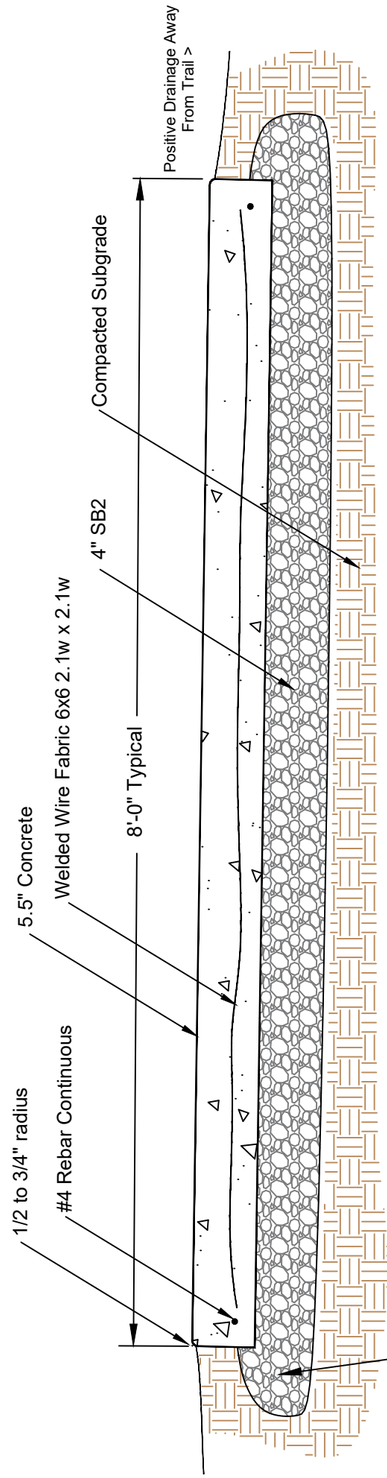
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August 24, 2022 5:35 PM
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Note 36" Existing Water Line shown on grading sheets. Also note four 3" PVC sleeves are to be installed under 8' walk for future work. See grading sheets for additional information.

Additional Layout and Information for Connecting Walk

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8' Connecting Walk

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
8' CONNECTING WALK

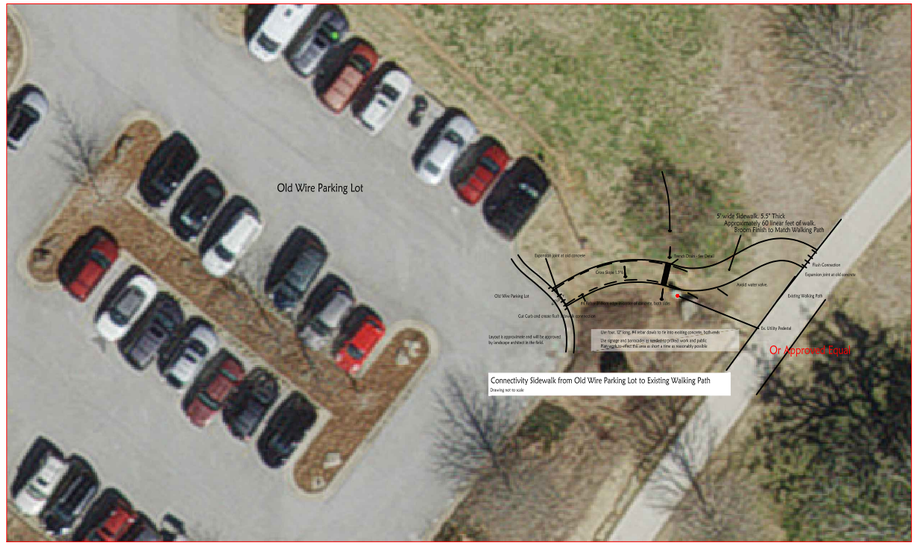
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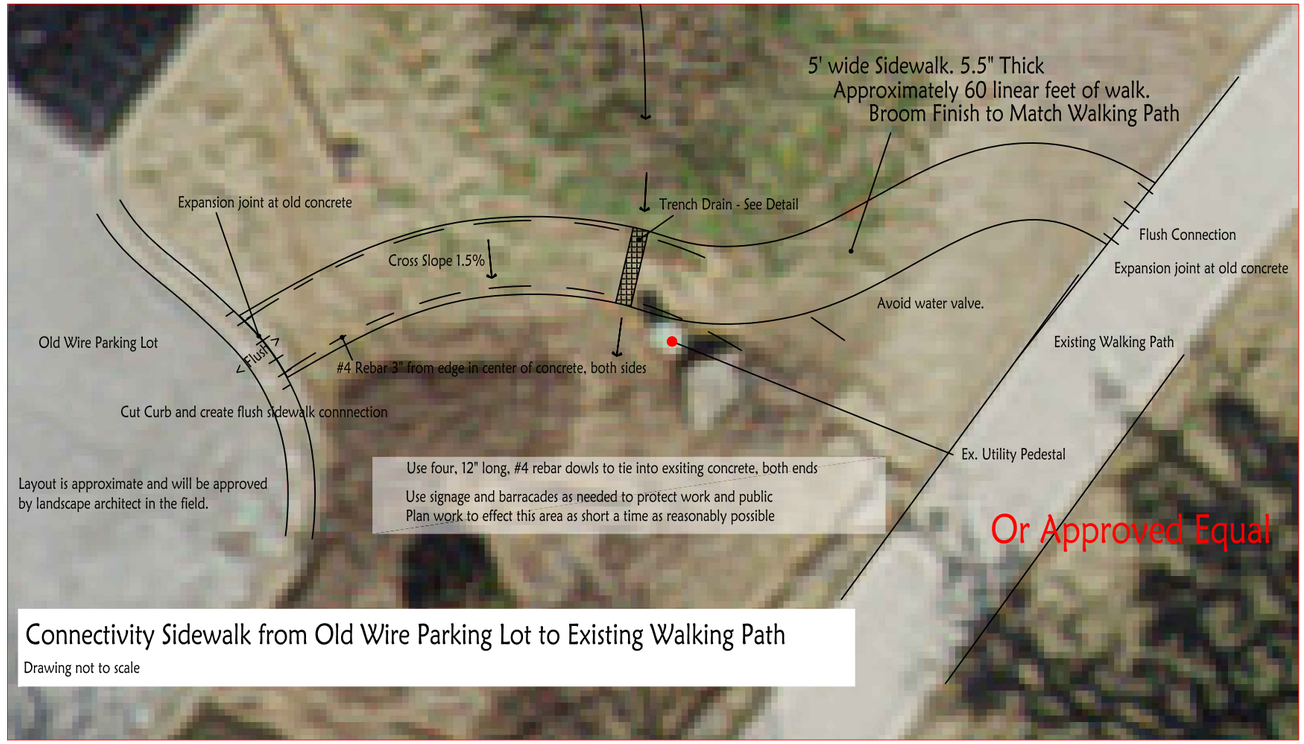
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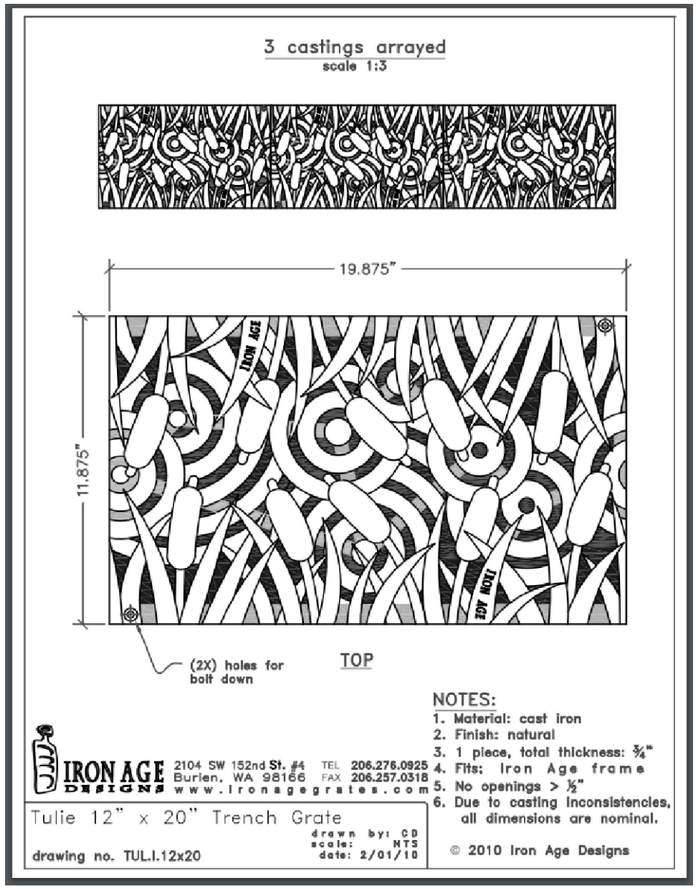
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PROJECT: Gulley Playgd/Ftn

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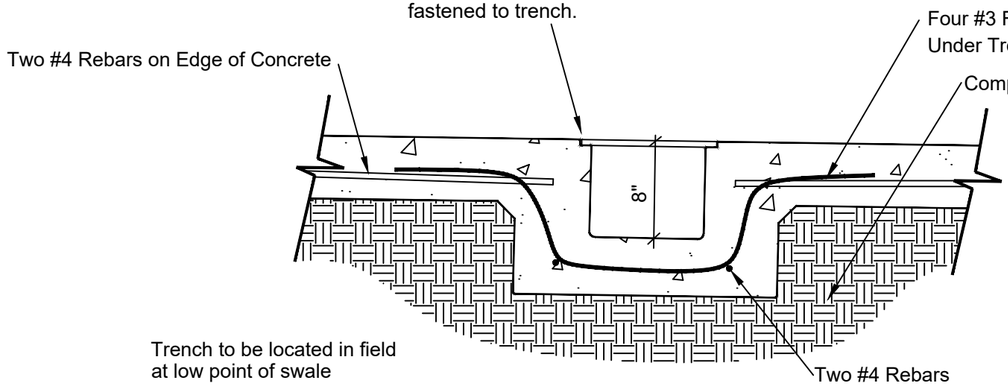




Or Approved Equal

Grate is Iron Age "Tulie" Patten - Cast Ductile Iron - Raw Finish or approved equal
Three 12"x20" Plates - Adjust width of 5' wide sidewalk to match exactly.
Use manufactures mounting foundation.

Grate Covering must be mounted flush.
Modify interface with Concrete as needed and based on manufactures recommendations. Grate must be securely fastened to trench.



Trench and Grate Detail

Not To Scale

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7/12/22

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Sidewalk Connection at Old Wire Parking Lot

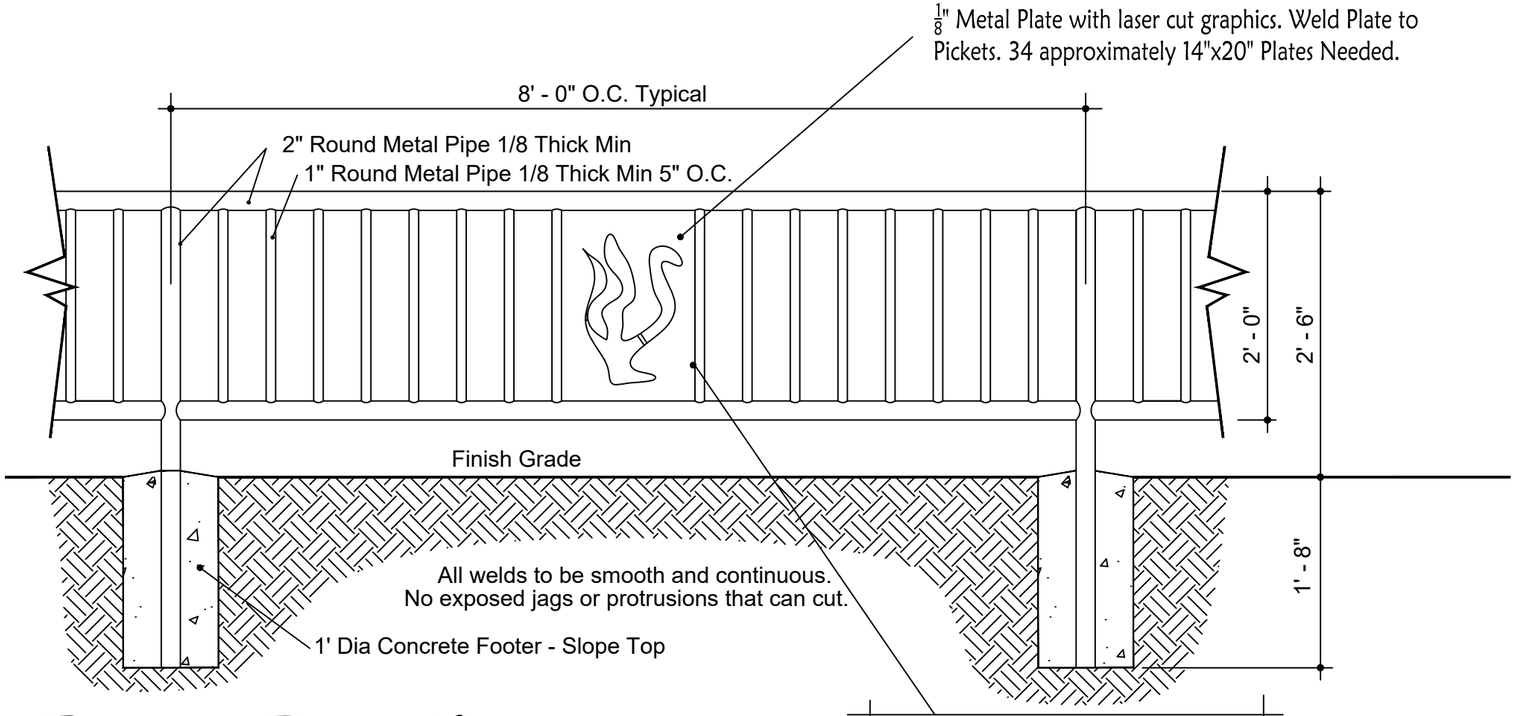
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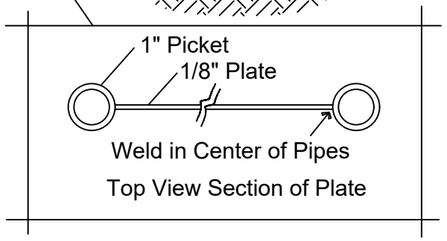
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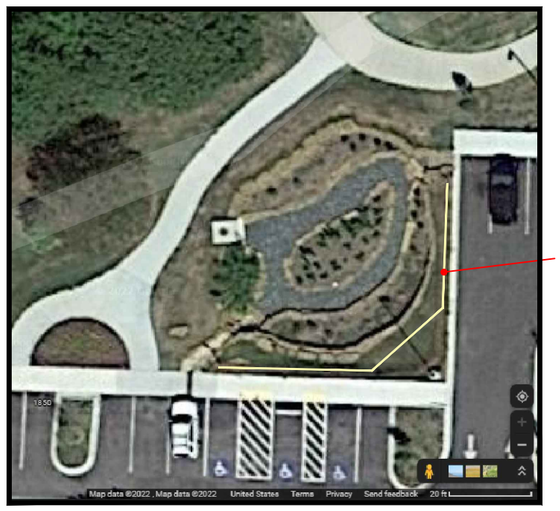
DATE: July 8, 2022
SHEET: C45
PROJECT: Gulley Playgd/Ftn

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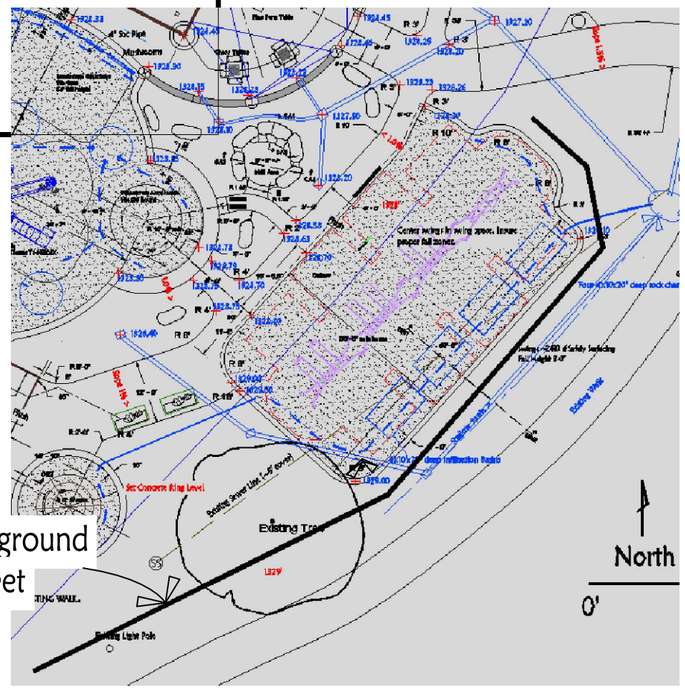
Fence Detail





There are two areas with fence. One by the swings, and the second by the rain garden at Township Parking Lot
Total Length is 270 linear feet.

Approximate Fence Location at Township Parking Lot
Layout to be determine in the field
Expected fence length is 100 linear feet



Approximate Fence Location at Playground
Expected fence length is 164 linear feet

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TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Fence Details

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SHEET: C46
PROJECT: Gulley Playgd/Ftn

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REGISTERED LANDSCAPE ARCHITECT
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9412
STATE OF ARKANSAS
7/12/22

Potable Water Source

Approximate Location of Equipment Vault

Waste water to drain north of new sidewalk

1327.80

8'-0"

28' +/-

Slope walk 4.9% max

Distance to walk or elevation of walk tie in can be adjusted to maintain proper slopes.

1327'

℄

1327.90

' below existing grade

Slope back to grade at 1:5 or less

1327.90

~6'

1328.05

Sitting Boulders

~8'

R 19'-8"

1328.05

28'r

~6'

R 28'-9"

Slope back to grade at 1:5 or less

Drains (4)

< Slope 2.0%

2' radius

Jet Locations - See blowup

R 8'-0"

< Slope 2.0% to drains

R 4'-0"

R 14'-0"

~6'

~8'

1328.05

1327.90

~6'

22' - 2"

1328.05

1328'

< Labrinth - Sandblasted 2" Lines - Stained - See blowup for layout

1328.05

1327.90

1329'

℄

Bench

55' - 0"

R 16' - 6"

R 14' - 0" +/-

Center Line = ℄

℄

35'- 7 3/4"

R 2'

R 2'

R 5'

R 3' 9"

1328.25

R 3' 9"

R 2'-0"

29' 6"

1328.45

R 24' - 6"

29' 6"

28.45

11°

Fine grade s
installing tur
drainage to
from hardsc

6"

3'

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
INTERACTIVE FOUNDATION LAYOUT

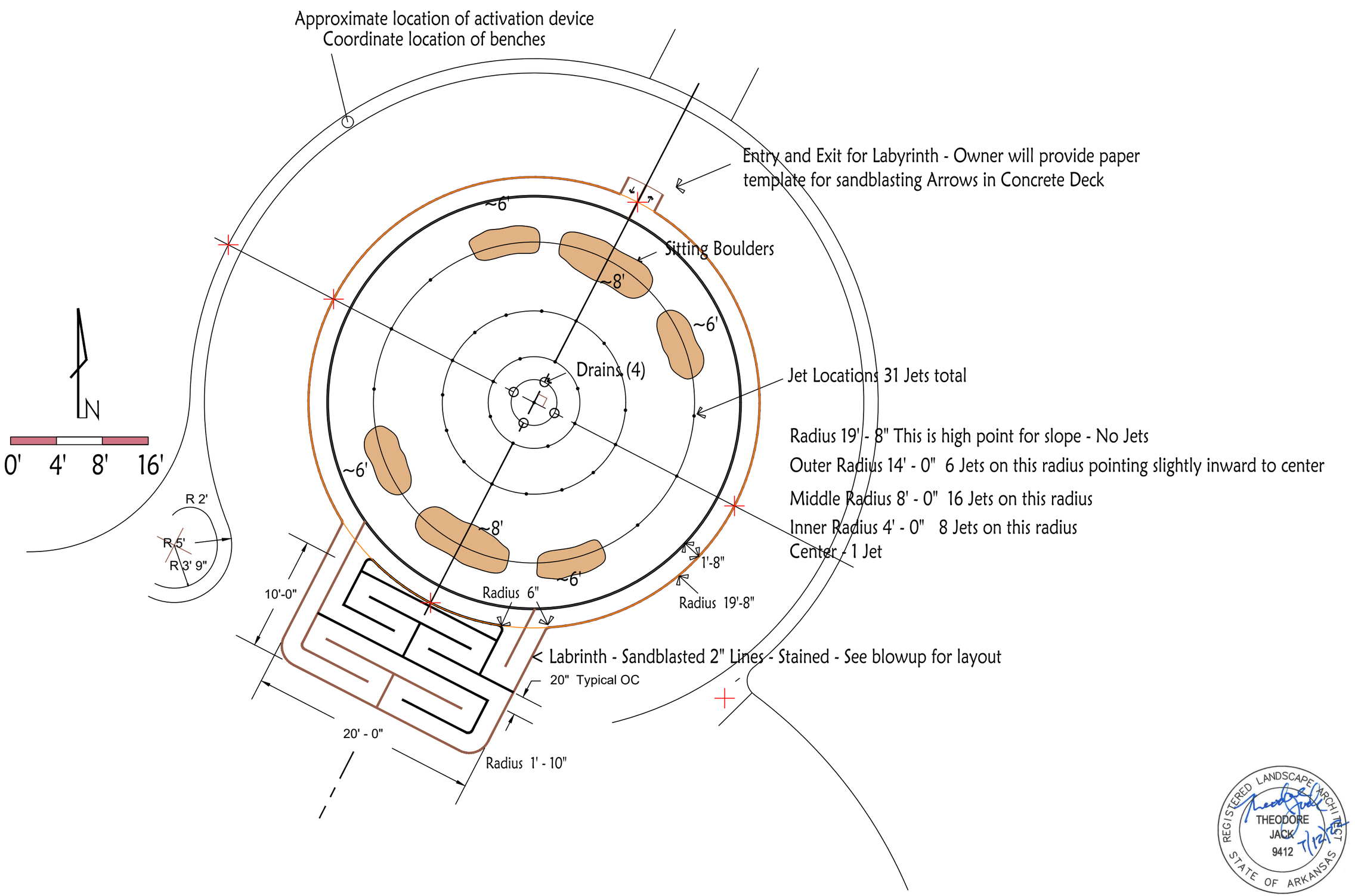
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: F1
PROJECT: Gulley Playgd/Ftn

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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/21

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
FOUNTAIN JET LOCATIONS & LABYRINTH LAYOUT

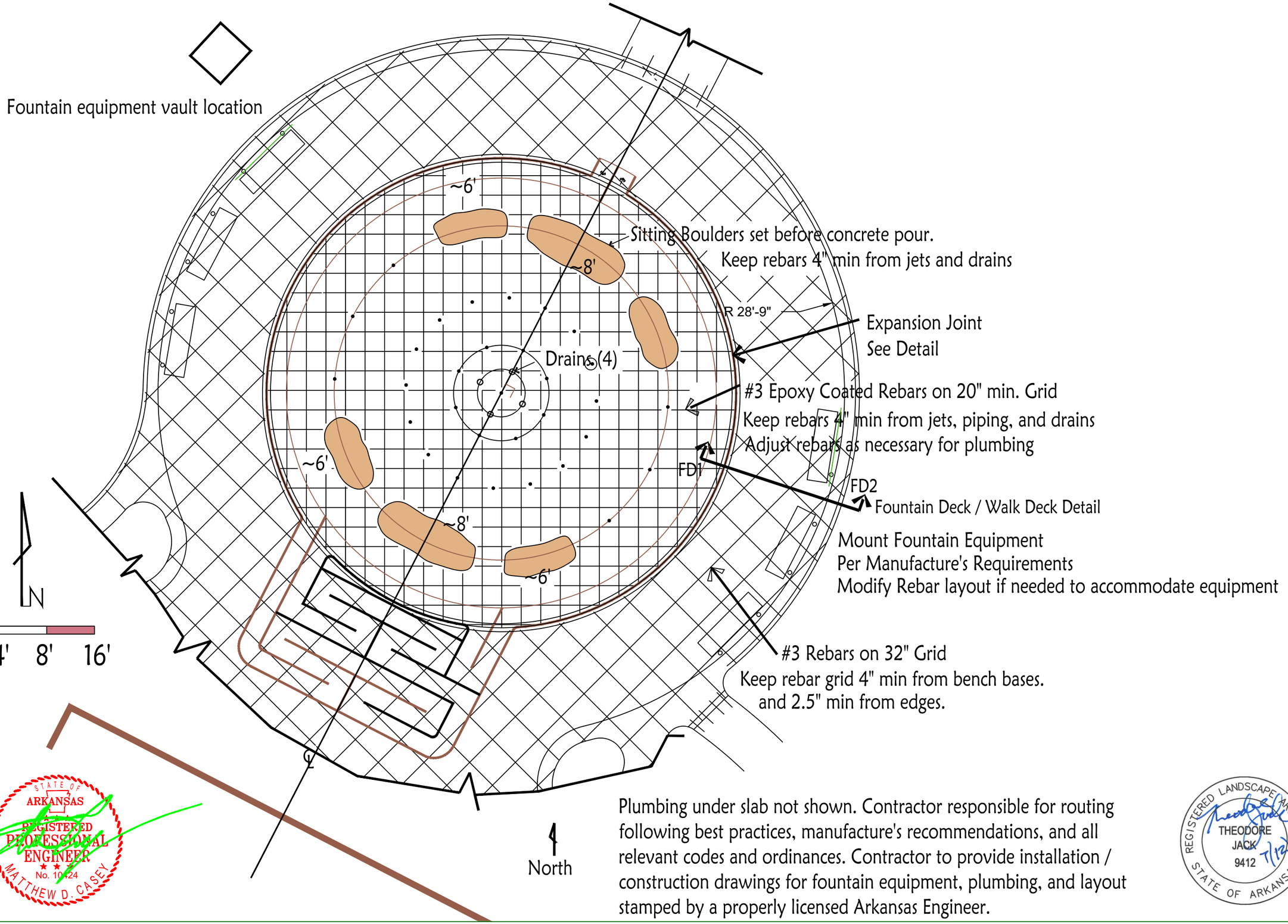
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CITY OF FAYETTEVILLE ARKANSAS

DATE: March 17, 2021
SHEET: F2
PROJECT: GULLEY PARK

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Plumbing under slab not shown. Contractor responsible for routing following best practices, manufacture's recommendations, and all relevant codes and ordinances. Contractor to provide installation / construction drawings for fountain equipment, plumbing, and layout stamped by a properly licensed Arkansas Engineer.

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 10424
MATTHEW D. CASEY

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

GULLEY PARK
INTERACTIVE FOUNTAIN REBAR LAYOUT

TITLE:

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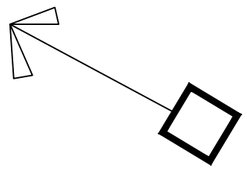
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **F3**
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 5:47 PM GulleyConsDrawingsSecondSection80522.dwg

Contractor to size controller box(s) so that it is large enough to easily work on valves and other elements.

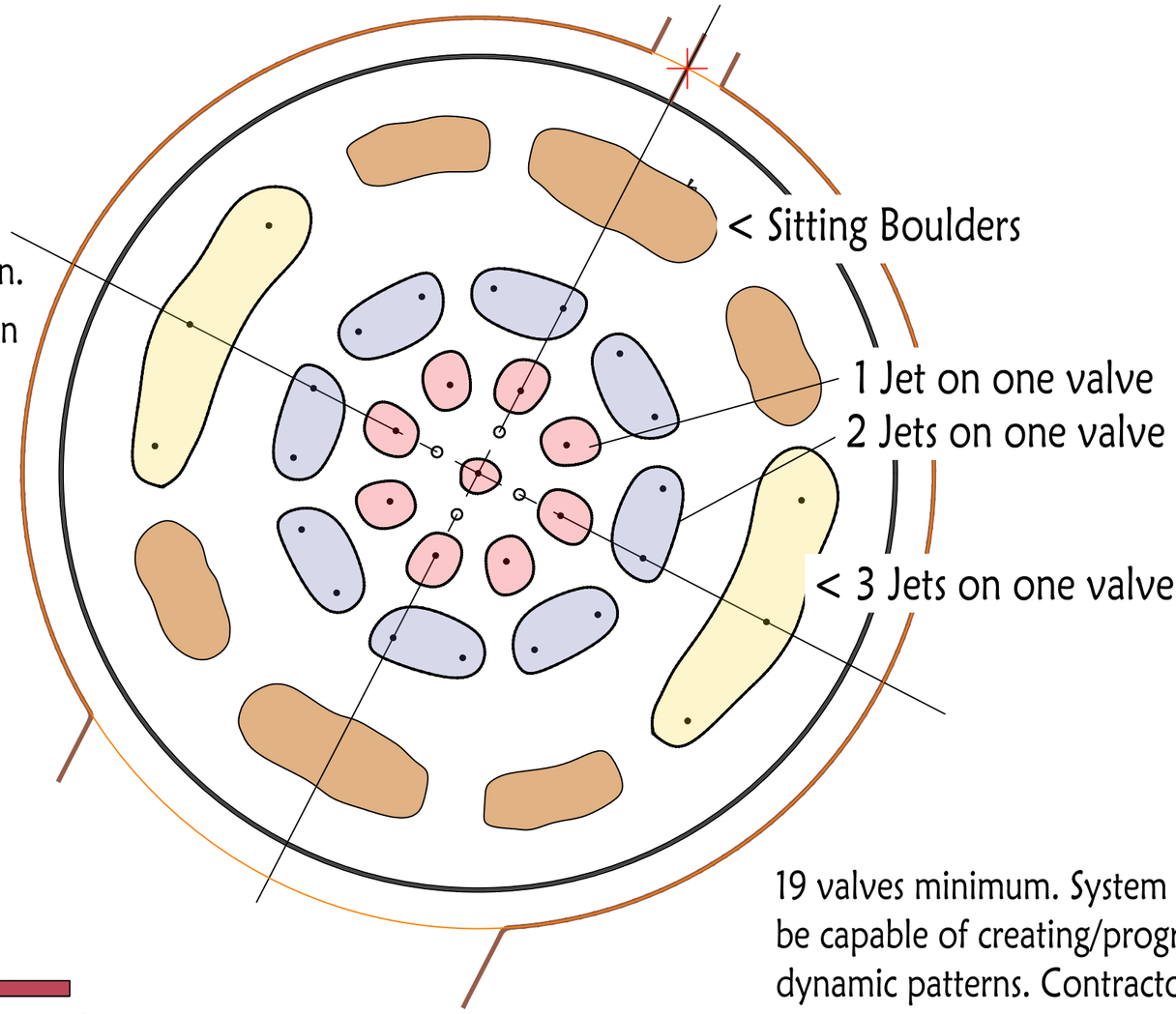
Power for controller and valves to be run from Restroom by contractor. Electrical work to be done by properly licensed electrician.



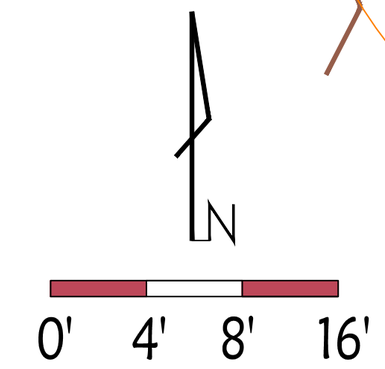
Approximately 135 lf to water tie in point.

Tie in Pipe is 3" Sch 40 PVC. Run 3" Sch 40 to Fountain.

Orient box(s) perpendicular to center point of fountain



Use minimum of Schedule 40 PVC pipe for runs from valve box to valves. Size pipe so water velocity in pipes does not exceed 7 feet per second or less if need for pressure. Minimum pipe size shall be 1".



19 valves minimum. System / controller must be capable of creating/programming dynamic patterns. Contractor will provide a minimum of three patterns a minimum of 2 minutes long each. Each valve or valve group shall be programmable by itself.

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THEODORE JACK
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STATE OF ARKANSAS
7/12/22

Jet and Valve Relationship Diagram

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Fountain Jets & Activation Valves

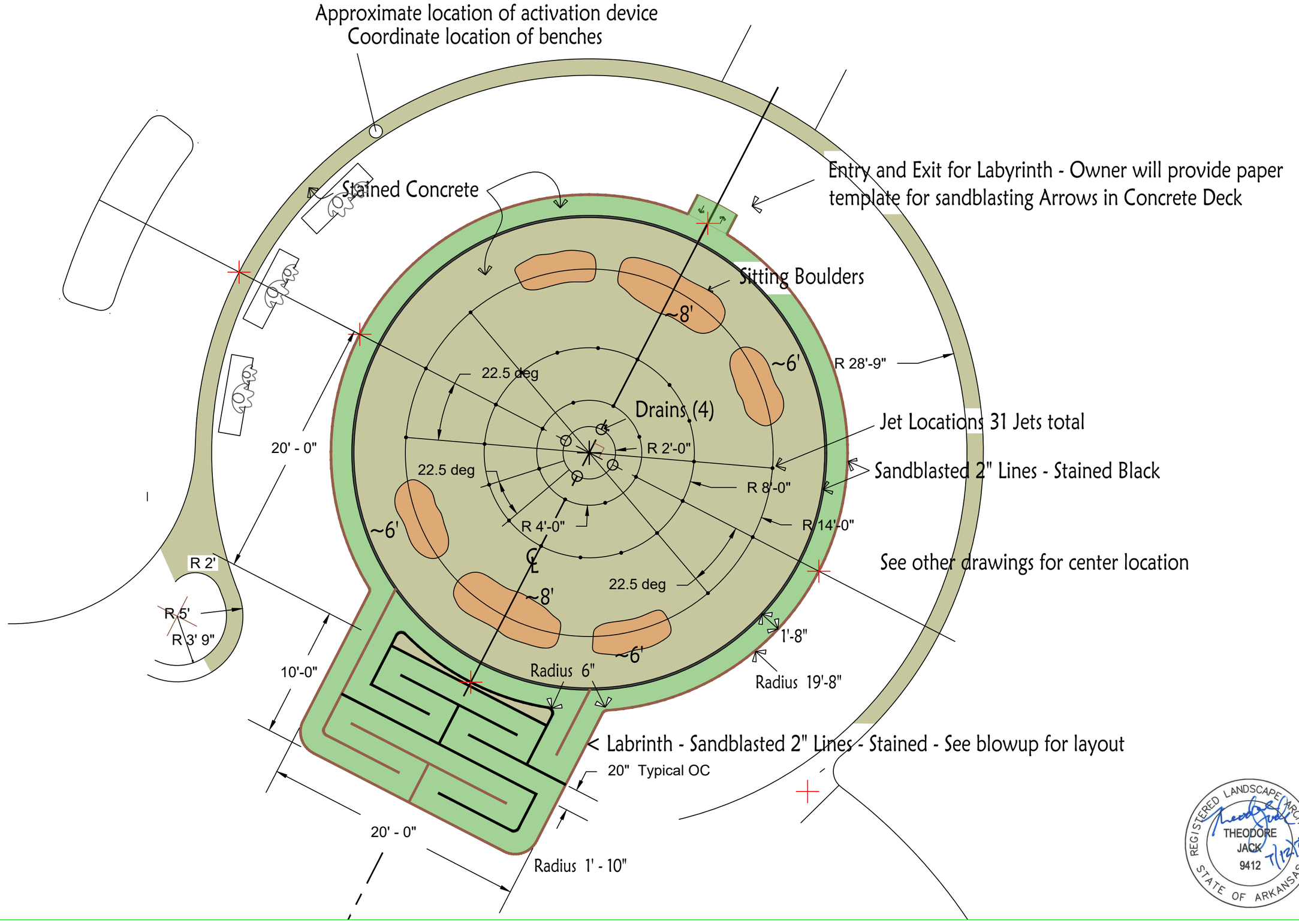
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: F4
PROJECT: Gulley Playgd/Ftn

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Layout & Stain Information

TITLE:

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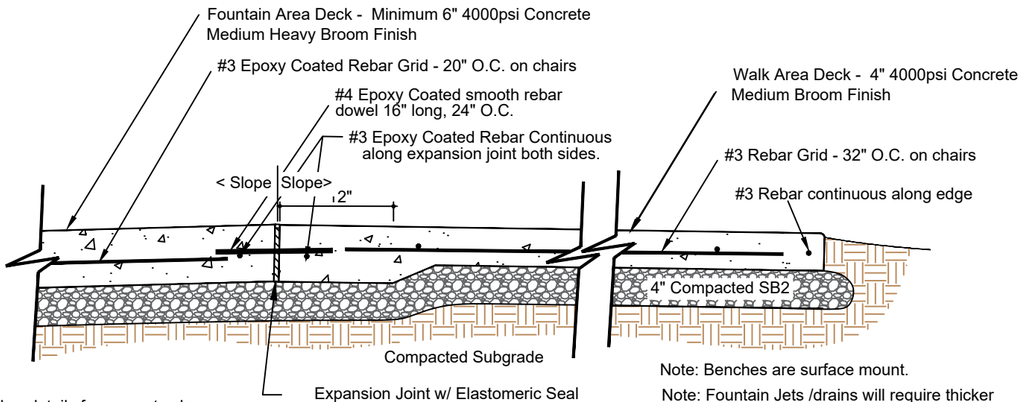
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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
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DATE: July 8, 2022
SHEET: F5
PROJECT: Gulley Playgd/Ftn

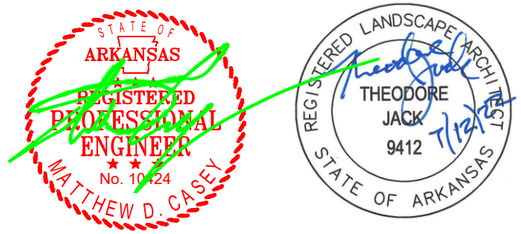
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FD1-FD2 Fountain Deck / Walk Detail

Note: This detail shows minimums. If manufacture's recommendations require additional effort contractor shall meet those requirements at no additional cost to the owner.

9. All metal fountain jets, and other equipment shall be grounded.
10. For drains, it is intended to do 4 small grates. Grates shall be fastened to drain box. Concrete elevations at grates shall insure that the deck drains well with no birdbaths.
11. Six sitting boulders for fountain, set in base with concrete poured up to them. Boulders should be fairly level on top with top about 14" to 19" above surface. Set top so that it will drain. Contractor shall locate and acquire boulders. Boulders shall be aesthetically pleasing and approved by the landscape architect or engineer. Center boulders are larger and about 8" long. Outside boulders (4) are about 6' long. Boulders are minimum 3' wide. Positioning of the boulders to be approved by the landscape architect / engineer.
12. Concrete surface for the interactive fountain shall be a broom finish sufficient to form a non slip surface similar to the surfacing at Walker Park splash pad also located in Fayetteville, Arkansas.



GENERAL INTERACTIVE FOUNTAIN NOTES:

1. All materials shall be in conformance with local and Uniform National Plumbing Codes, and all other applicable codes and ordinances that govern this type of work. Nothing in the plans and specifications shall be construed to permit work not conforming to the applicable codes and ordinances. Contractor to get approval through Arkansas Department of Health.
2. Not all work necessary to build the interactive fountain is shown in the drawings and specifications. Contractor is to include all work and every aspect of work as obvious or implied and necessary to make the work complete and fully operational.
3. Equipment vaults are to be located to the East of the Fountain and arranged in a symmetrical and visually appeasing manner with space to allow for screening landscaping. Drawings are schematic and final layout to be approved in the field by the Landscape Architect or Engineer.
4. Contractor is to provide an as built drawing and photographs showing underground piping and electrical runs. Contractor is also to provide before substantial completion, operation and maintenance manuals including cut sheets and model numbers of each product and all written warranties. Contractor is to provide operating and maintenance training and instructions on site to owner's maintenance personal once fountain is operational but before substantial completion.
5. All products or materials described herein shall be new, unless otherwise specified and shall be from the specified manufacturer or approved equal. Products shall be complete in all respects and in perfect working order.
6. This interactive fountain shall have a controller capable of a minimum of three different programs that activate the jets in timed sequences that will add enjoyment for kids and those watching the fountain. Two programs shall be water efficient and a third can be less efficient but with more impact. Contractor shall insure that the programs are operational at completion and that they sequence thorough with activation by the public. Controller shall be capable of setting days by the week that the fountain can operate and the hours each day for operation.
7. The fountain shall be a pass through system using potable water supplied from an existing 3" pipe. Maximum water use shall be 80 gpm. Contractor shall install a pressure reducing valve or other devices if needed to insure proper function of this system.
8. Contractor shall obtain construction documents for the approved fountain manufacture's equipment and layout for shop drawings and for necessary approvals. Fountain construction documents to be stamped by properly licensed Arkansas engineer.



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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
TITLE: **FOUNTAIN DECK DETAIL AND NOTES**

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **F6**
PROJECT: Gulley Playgd/Ftn

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Ground Sprays

Arch Jet

Product Overview

The Arch Jet is a ground spray element that emits a single stream of water arching outward. The feature flow rates can be adjusted to increase or decrease the spray height and projection. The Arch jet is designed for wet deck applications with no standing water.





Product Specs

Material Options
PVC, Stainless Steel

Dimensions
5' 0" x 3' 6"
(1,52 m x 1,10 m)

Splash Zone
5' 0" x 8' 0"
(1,52 m x 2,44 m)

Standard Flow Rate
1 to 10 GPM
3.78 to 37.85 LPM

PSI
3

Ground Sprays

Stream Jet

Product Overview

The Stream Jet is a ground spray element that emits a single stream of water upward. The feature flow rates can be adjusted to increase or decrease the spray height. The Stream Jet is designed for wet deck applications with no standing water.



Product Specs

Material Options
PVC, Stainless Steel

Dimensions
5' 0" x 0" 3"
(1,52 m x 0,09 m)

Splash Zone
8' Dia.
(2,44 m Dia.)

Standard Flow Rate
1 to 10 GPM
3.78 to 37.85 LPM

PSI
6

Ground Sprays

Jumping Stream Jet

Product Overview

The Jumping Stream Jet is a ground spray element that emits a single stream of water upward. The water has intermittent interruptions creating a jumping water stream effect. The Jumping Stream Jet is designed for wet deck applications with no standing water.



Product Specs

Material Options
Stainless Steel

Dimensions
5' 0" x 0' 7"
(1,52 m x 0,21 m)

Splash Zone
10' 0" Dia.
(3,05 m Dia.)

Standard Flow Rate
7 GPM
26.50 LPM

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6

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VOR 7512 and VOR 0305 Directional Jet
JET STREAM N°1

PRODUCT HIGHLIGHTS
- Enjoy running your feet and hands in this feature
- Provide high interactivity with low water consumption



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Aquatix and Vortex or approved equals.

This Splash Pad or Interactive Fountain consist of ground jets. The ground jets shown on this sheet by Aquatix and Vortex are approved equals. Contractors can submit other manufacture's to be considered as prior approved equals.

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
FOUNTAIN NOZZELS

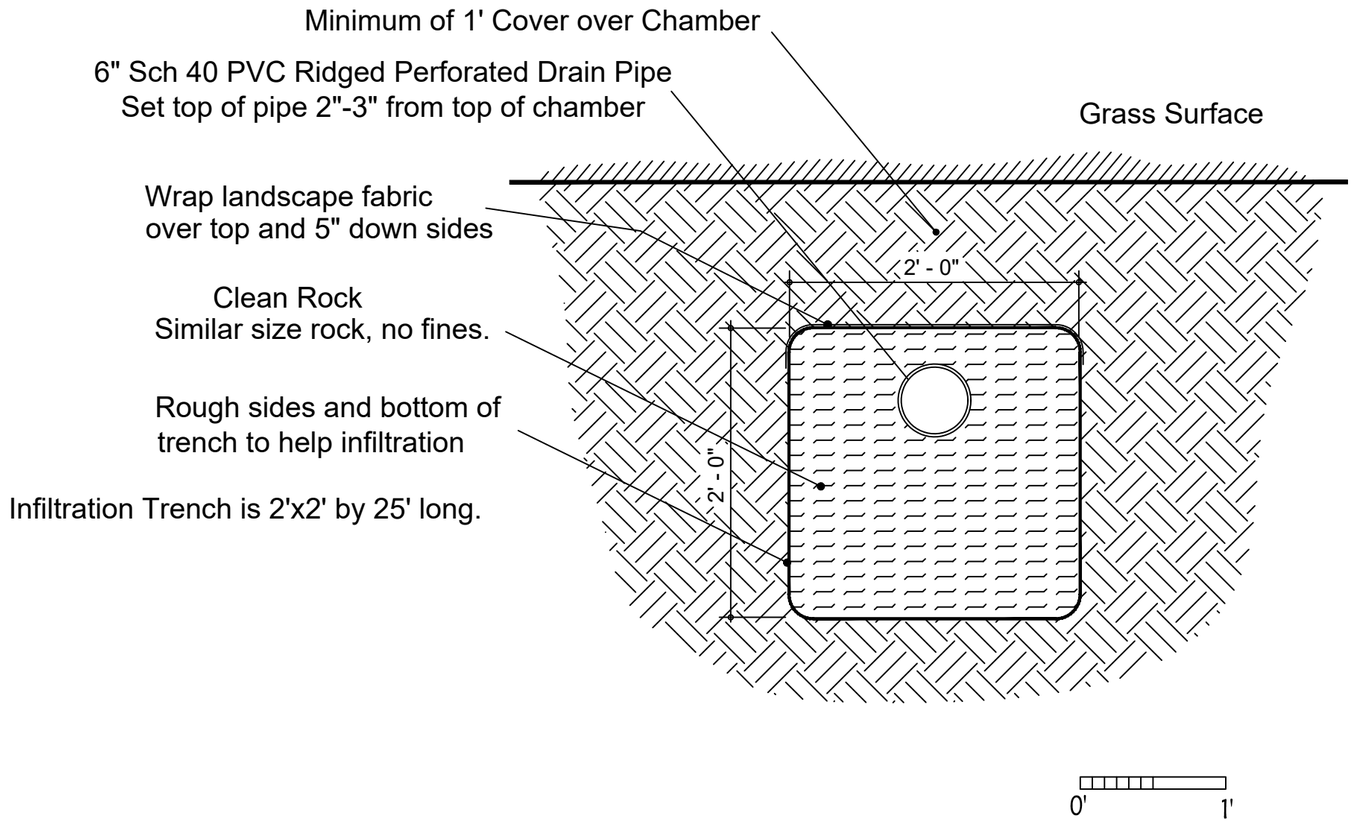
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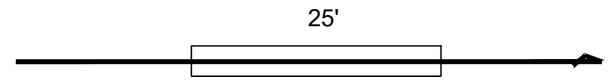
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CITY OF FAYETTEVILLE ARKANSAS

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PROJECT: Gulley Playgd/Ftn

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August 24, 2022 5:51 PM
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Infiltration Trench Plan View - NTS
See plan for location of drain line

Infiltration Trench on Splash Pad Drain Line

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
FOUNTAIN DRAIN LINE INFILTRATION BASINS

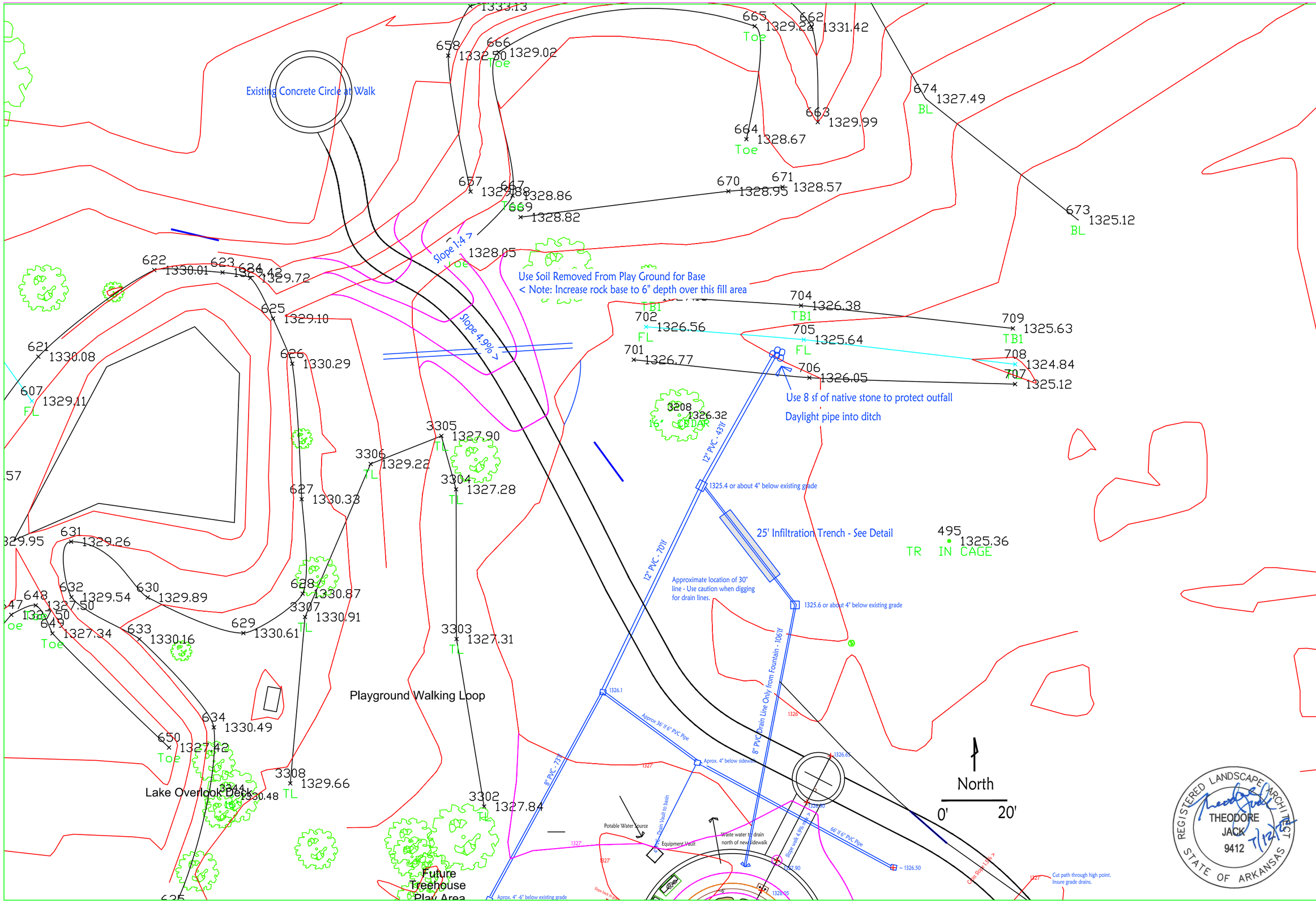
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PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: F8
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 5:52 PM GulleyConsDrawingsSecondSection80522.dwg



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August 24, 2022 5:48 PM
Foster, Zach

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
GRADING AND DRAINAGE BLOWUP NORTH

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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: G1
PROJECT: Gulley Playgd/Ftn

aygrounD Walking Loop

3302
× 1327.84

3330
× 1328.13

.39

Future Treehouse Play Area

Approx. 36' lf 6" PVC Pipe

8" PVC Drain Line On

8" PVC - 73'lf

Aprox. 4" below sidewalk

Potable Water Source

4" PVC - Drain Vault to basin

Equipment Vault

Waste water to drain north of new sidewalk

Slope walk 4.9% max >

66' lf 6" PVC Pipe

~ 1326.50

Aprox. 4" -6" below existing grade

Slope back to grade at 1:5 or less

Cross Slope 1.5% >

Cut path through high point. Insure grade drains.

1326.65

1326.90

1327.90

1328.05

Sitting Boulders

1327.70 Drains - Slope Up to center jet from drains

Jet Locations - See blowup

< 1328.00

Slope 1.75% to drains

Slope back to grade at 1:5 or less

Fine grade surface before installing turf for positive drainage to drains and away from hardscape

North

0' 20'

8" PVC - 52'lf

6" PVC - 30lf

Aprox. 6" below existing grade

8" PVC - 39lf

Arrange drainage pipe in play areas around play equipment footings

30'x40' Pavilion

Equal Distance

Equal Distance

Fine grade surface before installing turf for positive drainage to drains and away from hardscape

~3021 sf Safety Surfacing

Top 1327.75

Top 1327.70

Flush

Chess Tables

Ping Pong Table

Mushrooms

Chess Tables

Landscape Structures We-Saw. 54" fall height

< 8' Dia - 20" Deep Infiltration Basin

4" PVC

20lf 4" PVC

35lf 6" PVC

Throw Lines Junior Senior

905sf of Artificial Turf

Note: Contractor is to insure positive drainage from concrete surfaces.

CL

Score Tower (3)

Bench

4" Soc Pipe

Slope 10% >

Flush Dowel Connecti

6" PVC

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9412
STATE OF ARKANSAS
7/12/22

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
GRADING & DRAINAGE BLOWUP FOUNTAIN AREA

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **G2**
PROJECT: Gulley Playgd/Ftn

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Pavilion

Existing Pavilion

B Pit 1

B Pit 2

Aprox. 6" below existing grade

Fine grade surface before installing turf for positive drainage to drains and away from hardscape

~3021 sf Safety Surfacing

Top 1327.75

8" PVC 38lf

Arrange drainage pipe in play areas around play equipment footings

30'x40' Pavilion

Equal Distance

Equal Distance

Chess Tables

Ping Pong Table

Chess Tables

Mushrooms

Landscape Structures
We-Saw
54" fall height

< 8' Dia - 20" Deep Infiltration Basin

Arrange drainage pipe in play areas around play equipment footings and to move water to infiltration basins and out at NW corner. See details.

Wheelchair Accessable
We Go Round

Miracle
MegaTower 714-580JX

Chill Area

Swings

Score Tower (3)

Bench

4" Soc Pipe

Flush Dowel Connection

Existing Light Pole

< Note we could create a ra

Existing Pipe Under 8' Wa

Four 4'x10'x20" deep rock chambers

4'x10'x20" deep Infiltration Basins >

Existing 8' Concrete Path

Existing Walk

Shallow Swale

Swings ~2410 sf Safety Surfacing
Fall Height 9'-0"

Playground Surfacing 40% Void

Existing Trees

SUGGESTED LAYOUT P.O.B. >

1329.10 Concrete Edge

Existing Playground Slab

Surface Mount 6' Benchs
Layout approved by LA

NEW COW CLIMBER

NEW STAGE

Playworld Spinner w/ Floor
~275sf Safety Surfacing

Set Concrete Ring Level

Existing Sewer Line (~5' cover)

Existing Tree

Existing Light Pole

Slope 1% >

4" PVC 30lf

4" PVC 32lf

R 18'

R 6'

R 4'

R 6' - 6"

3' - 0"

15' - 6.5"

5' - 0"

90°

53°

35lf 6" PVC

43lf 6" PVC

40lf 6" PVC

20lf 4" PVC

4" PVC

Slope 1.0% >

< 1.0%

Flush

CS-1

3331 × 1328.39 TL

844 × 1327.06 TB1

842 132 FL

3131 1329.00

0' 8' 16' 24'

Contour Interval One Foot

N

NOTE: EXISTING ASPHALT PATH TO RESTROOM IS TO BE REPLACED WITH 6' WIDE CONCRETE PATH WITH LAYOUT SET IN THE FIELD AND APPROVED BY LANDSCAPE ARCHITECT OR ENGINEER. ELEVATIONS TO BE SIMILAR TO EXISTING WALK.

NOTE: TOP OF GRATE ELEVATION IS GIVEN ON DRAWINGS. DRAINAGE LAYOUT GENERALLY FOLLOWS SLOPE OF GROUND
USE A MINIMUM OF 1% SLOPE ON YARD DRAINAGE PIPES.

Note: Contracto
positive drainag
surfaces.

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
GRADING & DRAINAGE BLOWUP AREA - SOUTH

REVISED

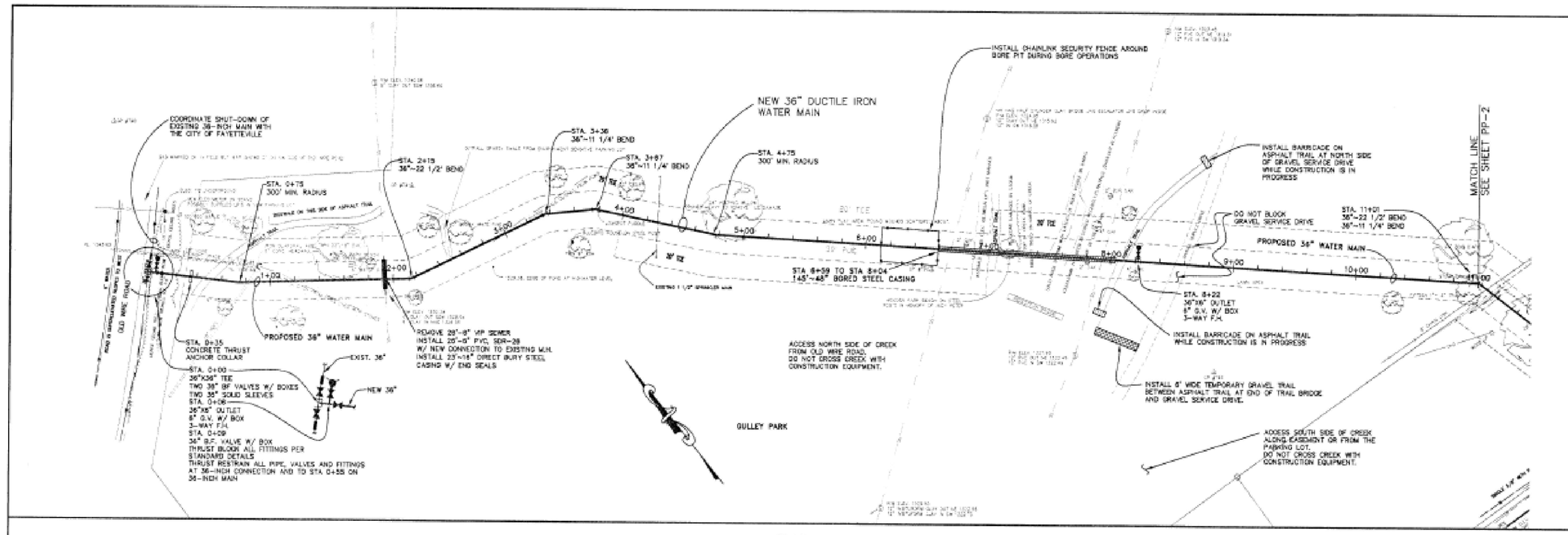
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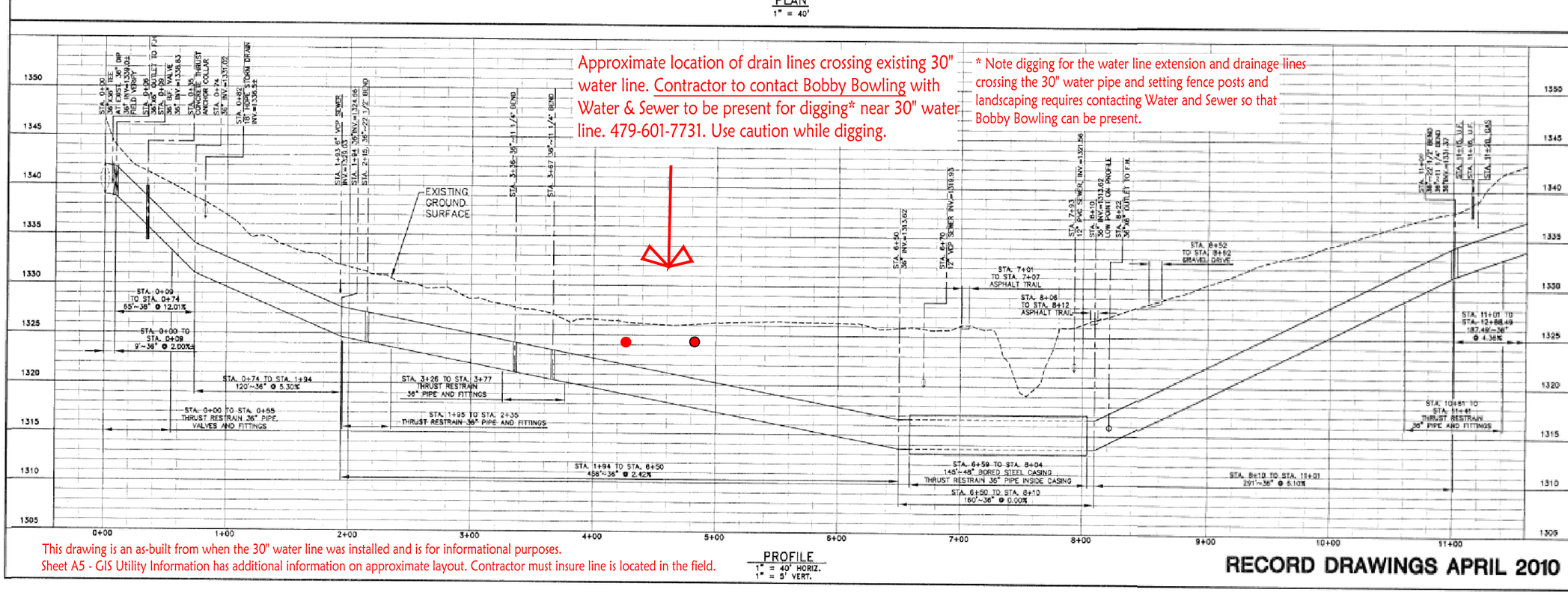
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THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: **G3**
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
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Foster, Zach



PLAN
1" = 40'



PROFILE
1" = 40' HORIZ.
1" = 5' VERT.

This drawing is an as-built from when the 30" water line was installed and is for informational purposes.
Sheet A5 - GIS Utility Information has additional information on approximate layout. Contractor must insure line is located in the field.

RECORD DRAWINGS APRIL 2010

©2009

Original Signature On File

NO.	DATE	DESCRIPTION	DRAWN	APPVD

Fayetteville ARKANSAS

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

CITY OF FAYETTEVILLE
36" WATER MAIN
TOWNSHIP STREET
FAYETTEVILLE, ARKANSAS

TITLE
PLAN & PROFILE
STATION 0+00 TO 11+00

DRAWN BY	APPROVED
L.E.W.	R.W.W.
SCALE	DATE
AS NOTED	MAY 2009
JOB NO.	FIELD BOOK
FY082148	
SHEET NO.	REV.
PP-1	

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CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
EXISTING 36" WATER LINE DEPTH INFORMATION

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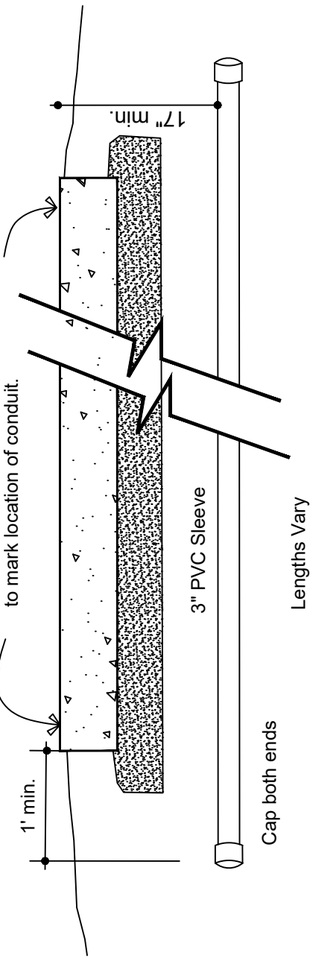
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: G4
PROJECT: Gulley Playgd/Ftn



EMPTY / SPARE CONDUIT LOCATIONS



Empty Conduit Detail
Detail NTS

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Empty Conduit Locations

REVISED

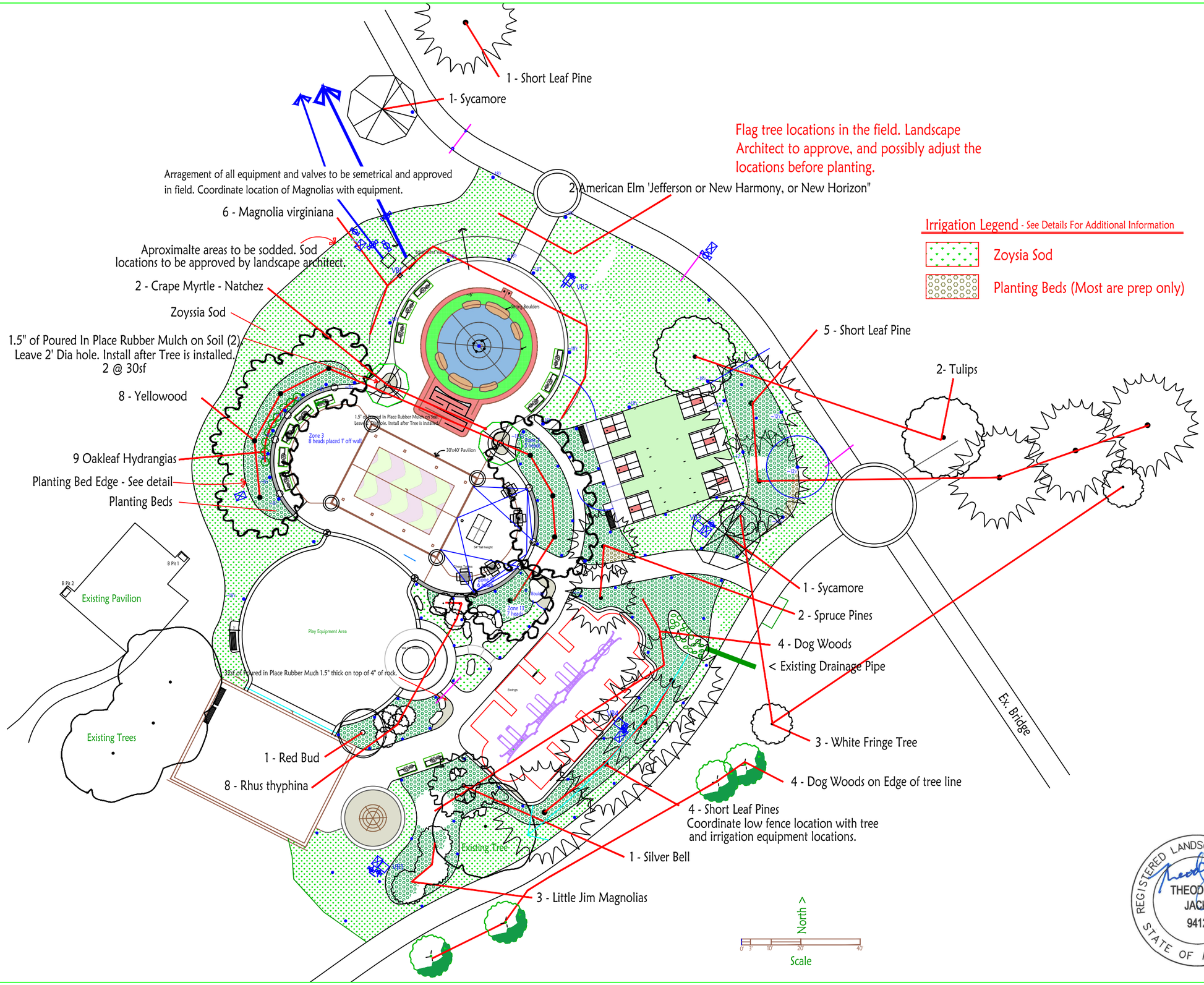
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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: G5
PROJECT: Gulley Playgd/Ftn

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FILE NAME: Gulley Sec 3 planting.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PLANTING PLAN

REVISED

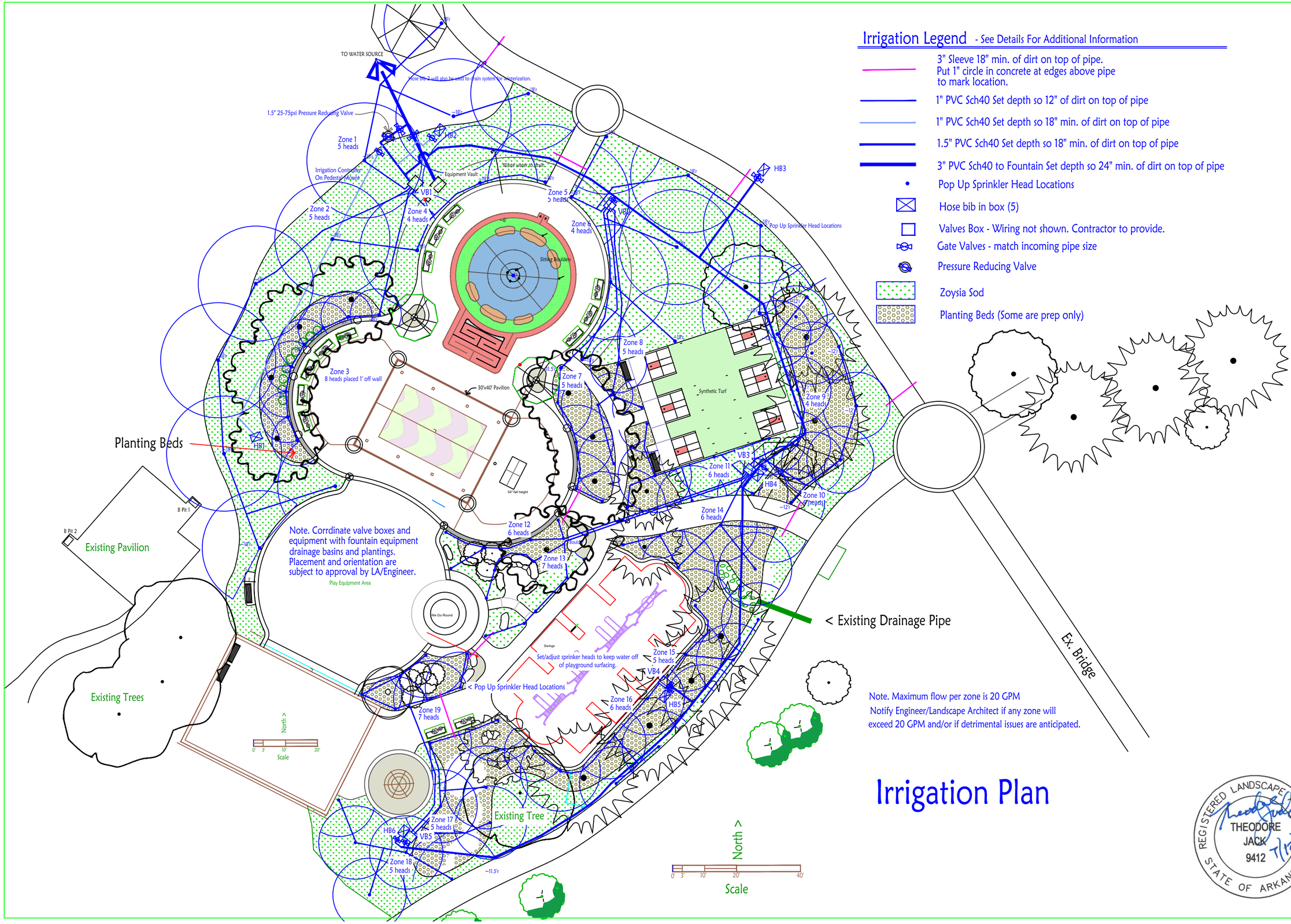
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REGISTERED LANDSCAPE ARCHITECT
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STATE OF ARKANSAS
5/12/22

DATE: May 12, 2022
SHEET: L1
Gulley Park Playground

Foster, Zach August 25, 2022 8:45 AM Gulley Sec 3 planting.dwg



Irrigation Plan

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THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

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CHECKED BY: City
FILE NAME: Gulley Sec 3 planting.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
IRRIGATION LAYOUT

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DATE:

SHEET: **L2**

Gulley Park Playground

Gulley Sec 3 planting.dwg
August 25, 2022 8:45 AM
Foster, Zach

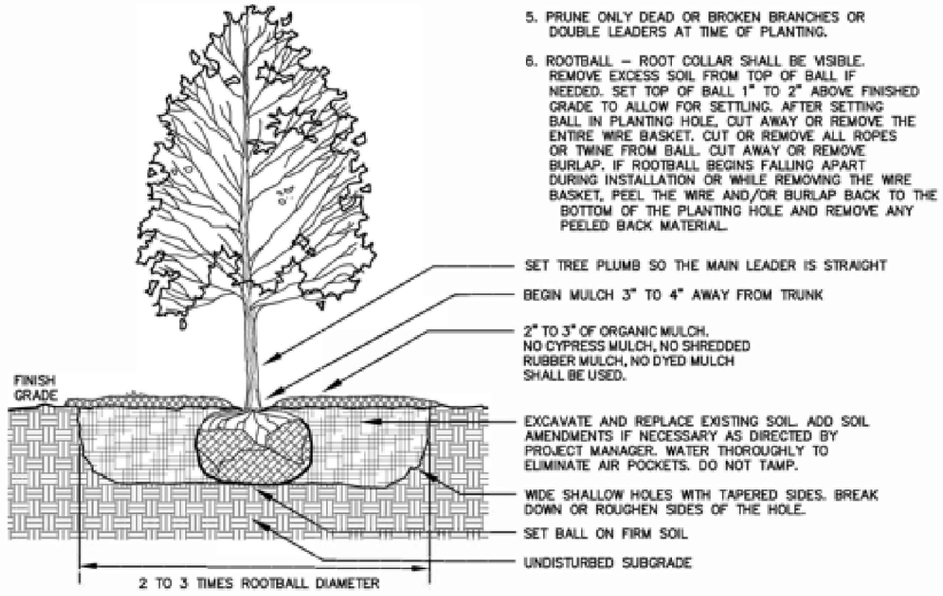
Plant List

Botanical Name	Common Name	Size	Qty
Cercis canadensis - White	Red Bud - White Cultivar	1.5" bb	1
Chionanthus virginicus	White Fringe	2" bb	3
Cladrastis kentukea	Yellowood	2" bb	8
Cornus florida	Dogwood	1.5" bb	13
Halesia diptera	Silver Bell	2" bb	1
Hydrangea quercifolia	Oakleaf Hydrangia	5 gal Cont	9
Lagerstroemia indica 'Natchez'	Crape Myrtle (Natchez)	2" bb	2
Liriodendron tulipifera	Tuilp tree	2" bb	2
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	7 gal	3
Magnolia virginiana	Magnolia (Sweet Bay)	2" bb	6
Pinus echinata	Shortleaf Pine	2" bb	10
Pinus glabra	Spruce Pines	2" bb	2
Platanus occidentalis	Sycamore	2" bb	2
Rhus thyphina	Staghorn Sumac	5 gal Cont	8
Ulmus americana 'Jefferson' or 'New Harmony' or 'New Horizon'	American Elm	2" bb	2

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

811 Know what's below. Call before you dig.

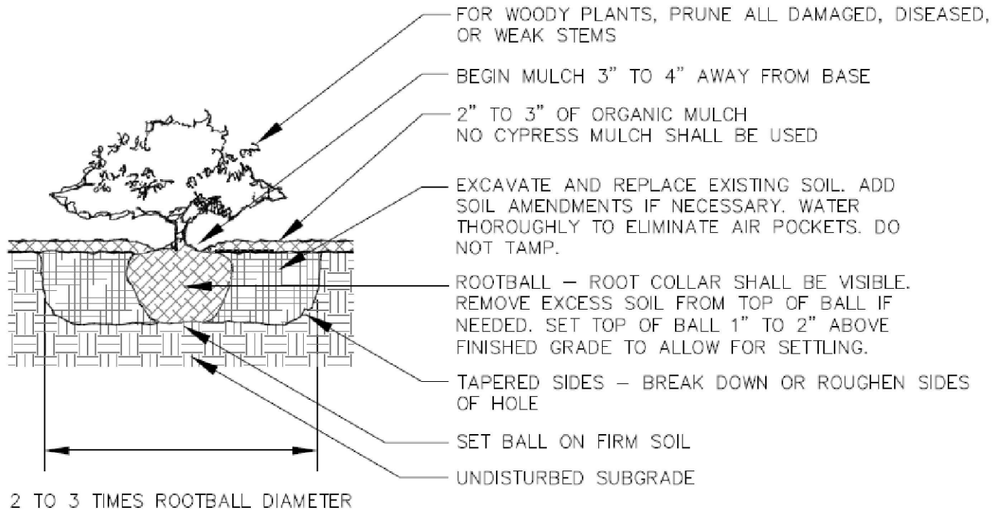
NOTES:
1. TREES SHALL BE 2" CALIPER MINIMUM.
2. THE HOLE FOR THE TREE SHALL BE EXCAVATED 2-3 TIMES THE SIZE OF THE ROOT BALL.
3. STAKE ONLY IF NECESSARY AND AS DIRECTED BY THE PROJECT MANAGER.
4. REMOVE ANY TWINE, ROPE, FLAGGING, WRAPPING, OR GUARDS FROM TREE.
5. PRUNE ONLY DEAD OR BROKEN BRANCHES OR DOUBLE LEADERS AT TIME OF PLANTING.
6. ROOTBALL – ROOT COLLAR SHALL BE VISIBLE. REMOVE EXCESS SOIL FROM TOP OF BALL IF NEEDED. SET TOP OF BALL 1" TO 2" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING. AFTER SETTING BALL IN PLANTING HOLE, CUT AWAY OR REMOVE THE ENTIRE WIRE BASKET. CUT OR REMOVE ALL ROPES OR TWINE FROM BALL. CUT AWAY OR REMOVE BURLAP. IF ROOTBALL BEGINS FALLING APART DURING INSTALLATION OR WHILE REMOVING THE WIRE BASKET, PEEL THE WIRE AND/OR BURLAP BACK TO THE BOTTOM OF THE PLANTING HOLE AND REMOVE ANY PEELED BACK MATERIAL.



TREE PLANTING DETAIL
NOT TO SCALE

Landscape Notes

1. Prior to construction, the contractor is responsible for contacting Arkansas one-call and shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. The contractor is responsible for repairing any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction at no cost to the owner.
2. All plants must be healthy, vigorous and free of pests and disease.
3. Standards set forth in "American Standard for Nursery Stock" represent guideline specifications only and shall constitute minimum quality requirements for plant material.
4. All plants must be container grown or balled and burlapped as indicated on the plant list.
5. All required trees shall be free of damage to bark and major limbs.
6. All trees must be straight trunked and full headed, unless specified otherwise, and must meet all requirements specified on plans.
7. All trees and shrubs shall be installed per planting details in these documents.
8. All plants are subject to the approval of the landscape architect.
9. All planting areas must be completely mulched with a 3" layer of organic hardwood mulch. Mulch shall be not be placed immediately adjacent to tree trunks, but shall be kept at least 3" from root collar at the soil line. Cypress mulch is not acceptable.
10. All proposed planting areas covered by grass shall have the existing sod if any completely removed before planting begins.
11. All planting beds shall be contained by metal edging material specifically designed for planting beds unless edges are contained by concrete.
12. The contractor is responsible for verifying all quantities shown on these plans before pricing the work.
13. The contractor is responsible for fully maintaining all planting material (including but not limited to: watering, spraying, mulching, fertilizing, etc.) In all planting areas and lawn areas until the work is accepted in total by the owner.
14. Substitutions of plant material can only be made with written approval of landscape architect or engineer.
15. Contractor to insure trees are planted vertical and they remain vertical.



SHRUB PLANTING DETAIL
NOT TO SCALE

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FILE NAME: Gulley Sec 3 planting.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PLANTING LIST, DETAILS & NOTES

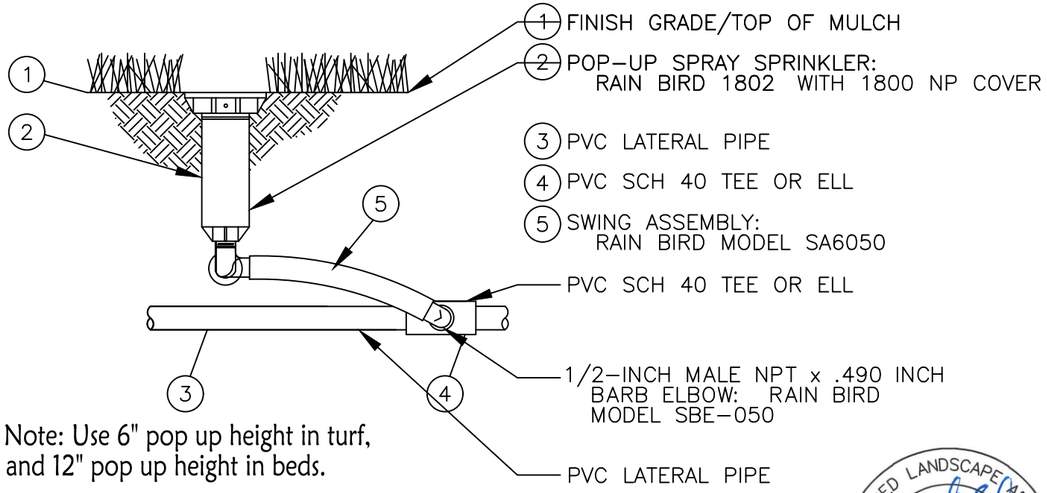
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CITY OF FAYETTEVILLE ARKANSAS

DATE: May 12, 2022
SHEET: L3
Gulley Park Playground

Foster, Zoch August 25, 2022 8:46 AM Gulley Sec 3 planting.dwg



Note: Use 6" pop up height in turf,
and 12" pop up height in beds.

Pop-Up Spray Head/Assembly

Rainbird 1802 or Hunter ProSpray with Swing Pipe

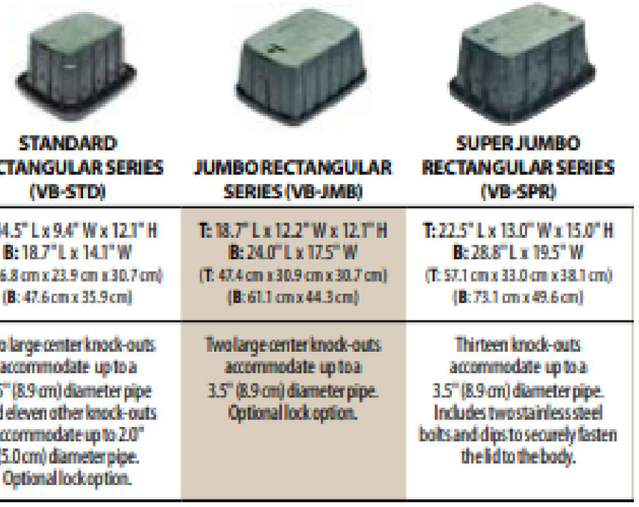
Nozzels: Use Rainbird R-VAN Variable ARC Sprays, or Hunter MP Rotors, or approved equal.

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THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22



Rainbird ESP-4ME3 Outdoor Controller w/ WiFi Module or Hunter Pro-HC Controller w/WiFi Module or approved equal

Controller to be mounted with the Interactive Fountain Equipment
Contractor to provide a ground fault protected weatherproof receptical for power
Controller mounted and installed per manufacture's recommendations



STANDARD RECTANGULAR SERIES (VB-STD)	JUMBO RECTANGULAR SERIES (VB-JMB)	SUPER JUMBO RECTANGULAR SERIES (VB-SPR)
T: 14.5" L x 9.4" W x 12.1" H B: 18.7" L x 14.1" W (T: 36.8 cm x 23.9 cm x 30.7 cm) (B: 47.6 cm x 35.9 cm)	T: 18.7" L x 12.2" W x 12.1" H B: 24.0" L x 17.5" W (T: 47.4 cm x 30.9 cm x 30.7 cm) (B: 61.1 cm x 44.3 cm)	T: 22.5" L x 13.0" W x 15.0" H B: 28.8" L x 19.5" W (T: 57.1 cm x 33.0 cm x 38.1 cm) (B: 73.1 cm x 49.6 cm)
Two large center knock-outs accommodate up to a 3.5" (8.9 cm) diameter pipe and eleven other knock-outs accommodate up to 2.0" (5.0 cm) diameter pipe. Optional lock option.	Two large center knock-outs accommodate up to a 3.5" (8.9 cm) diameter pipe. Optional lock option.	Thirteen knock-outs accommodate up to a 3.5" (8.9 cm) diameter pipe. Includes two stainless steel bolts and clips to securely fasten the lid to the body.

Automatic Valve Boxes - Rainbird VB Series or Approved Equal

VB-STD-H Standard – Black Body with Green Lid + Lock
VB-JMB-H Jumbo – Black Body with Green Lid + Lock
VB-SPR-H Super Jumbo – Black Body with Green Lid + 2 Locks
Use 6" Extensions if necessary.
Contractor to use most appropriate size from three sizes.

DV/DVF Residential / Light Commercial Irrigation Control Valve

The industry leader for more than 20 years





Typical Clustered Valve Box Installation

Irrigation Control Valve Rainbird DVF100 or Approved Equal

Control valves installed and wired per manufacture's recommendations
All irrigation control valves are 1"

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DRAWN BY: City
CHECKED BY: City
FILE NAME: Gulley Sec 3 planting.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
IRRIGATION DETAILS

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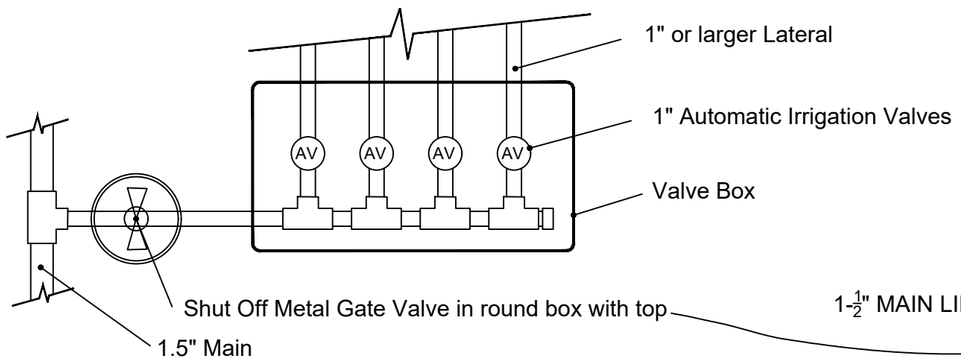
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DATE:
SHEET: L4
PROJECT:

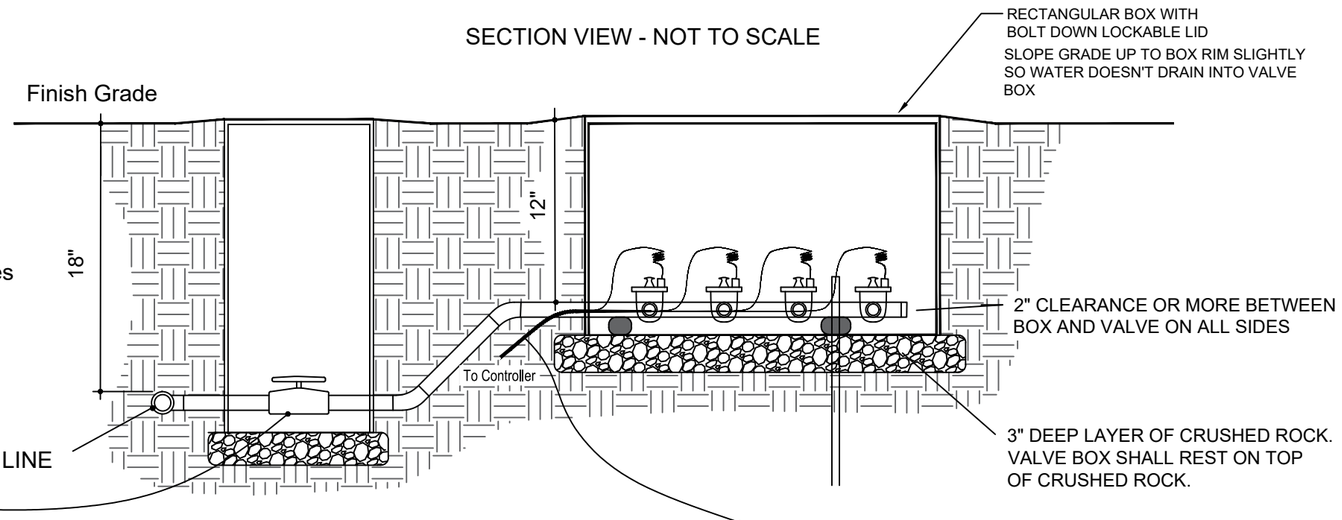
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IRRIGATION SHUT OFF/ AUTOMATIC VALVE DETAILS

PLAN VIEW - NOT TO SCALE



SECTION VIEW - NOT TO SCALE



Not all fittings shown
Adjust configuration as needed for site conditions

NOTE:
-NOT ALL FITTINGS SHOWN
-BOTTOM OF VALVES SHALL BE ABOVE GRAVEL
-ADJUST CONFIGURATION AS NEEDED FOR NUMBER OF VALVES & SITE CONDITIONS
-ALIGN VALVE BOXES WITH NEAREST BUILDING, SIDEWALK, OR CURB
-USE 7 STRAND MULTI-WIRE TO EACH VALVE BOX. COIL WIRE IN BOX FOR EXTRA LENGTH
-COIL SPARES. ALL WIRE SPLICES SHALL BE SEALED

General Irrigation Notes:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PROJECT STANDARD SPECIFICATIONS.
2. THE CONTRACTOR IS TO INSTALL IRRIGATION EQUIPMENT NECESSARY TO PROVIDE A COMPLETE AND FUNCTIONAL SYSTEM THAT IS IN COMPLIANCE WITH THE PLANS, SPECIFICATIONS, ALL APPLICABLE CODES, AND REGULATIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD STAKE SYSTEM PRIOR TO DIGGING/ TRENCHING WITH FINAL APPROVAL BY LANDSCAPE ARCHITECT OR ENGINEER.
4. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO THE GROUNDS, PAVEMENT, SIDEWALKS, CURBS, ELECTRICAL SYSTEMS, AND OTHER SITE ELEMENTS CAUSED BY LEAKS IN PIPE ALREADY INSTALLED OR PIPE/ OTHER SYSTEM ELEMENTS BEING INSTALLED. REPAIR TO ALL DAMAGE CAUSED SHALL BE MADE AT IRRIGATION CONTRACTOR'S EXPENSE.
5. SUBMIT ALL PRODUCT INFORMATION AND ANY PROPOSED DIFFERENCES FROM THE PLANS TO THE LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR APPROVAL.
6. UPON COMPLETION OF INSTALLATION AND SYSTEM ACCEPTANCE, CONTRACTOR SHALL PROVIDE THE OWNER WITH A 3-RING BINDER CONTAINING ONE (1) COPY OF AS-BUILT DRAWINGS OF THE IRRIGATION SYSTEM, CUT SHEETS FROM IRRIGATION PRODUCTS USED, AND INFORMATION ON CONTROLLER(S), INCLUDING IRRIGATION SCHEDULE PROGRAMMED INTO THE CONTROLLER.
CONTROLLER SHALL BE MOUNTED IN THE SAME AREA AS THE FOUNTAIN EQUIPMENT. COORDINATE LOCATIONS OF EQUIPMENT FOR EFFICIENCY AND AESTHETICS. POWER (120V) SHALL BE LOCATED WITHIN 5-FEET OF CONTROLLER. INSTALL RAIN / FREEZE SENSOR WITH CONTROLLER.
7. CONTRACTOR IS TO SET PROGRAM FOR CONTROLLER THAT WILL OPERATE THE VALVES ON A SCHEDULE BETWEEN MIDNIGHT AND 5:00AM ON OPERATING DAYS.
8. AUTOMATIC VALVES ARE CLUSTERED IN FIVE LOCATIONS. RAINBIRD AND HUNTER AUTOMATIC VALVES ARE ALLOWABLE. AUTOMATIC VALVES SHALL BE INSTALLED IN VALVE BOXES SIZED FOR THE VALVES AND ALLOW FOR MANUAL OPERATION, REMOVAL OF SOLENOID AND/ OR VALVE COVER WITHOUT THE NEED FOR EXCAVATION. SEE DETAIL FOR ACCEPTABLE VALVE BOXES. EACH ZONE SHALL HAVE AUTOMATIC DRAIN VALVES INSTALLED.
9. SLEEVES ARE 1.5" SCH 40 PVC. CONTRACTOR SHALL CAP ALL PIPE ENDS WITH PVC PIPE CAPS. TEMPORARILY MARK END OF SLEEVES WITH T-POSTS OR VERTICAL PIPES. PERMANENT MARKING SHALL BE 1" CIRCLE IN EDGE OF CONCRETE OR TOP OF CURB. SEE DETAIL. LOCATE SLEEVING AS INDICATED ON THE IRRIGATION SITE PLAN. COORDINATE WORK WITH CONCRETE WORK.
10. PVC PIPE SIZES SHOWN ON PLANS ARE MINIMUMS. CONTRACTOR IS TO INCREASE SIZE IF NECESSARY FOR PROPER OPERATION OF SYSTEM.
11. CONTRACTOR IS TO TAKE MEASURES TO KEEP DIRT OUT OF THE PIPES. CONTRACTOR IS REQUIRED TO FLUSH ALL THE DIRT AND DEBRIS OUT OF THE PIPES BEFORE INSTALLING THE VALVES.
12. WATER PROOF WIRE CONNECTORS, MANUFACTURED WITH MOISTURE RESISTANT MATERIALS SUCH AS SILICONE, GREASE, OR PETROLEUM TO PREVENT CORROSION OF THE EXPOSED WIRE ENDS ARE REQUIRED.
13. MINIMUM COMMON WIRE SIZE FOR AUTOMATIC VALVES IS 18. CONTRACTOR TO PULL ONE SPARE WIRE FROM CONTROLLER TO EACH OF THE FIVE AUTOMATIC VALVE BOXES FOR A SPARE. USE A DIFFERENT COLOR FOR THE SPARE.
14. USE GROUND ROD AND PROPERLY GROUND IRRIGATION SYSTEM.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: Gulley Sec 3 planting.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
IRRIGATION DETAIL / NOTES

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

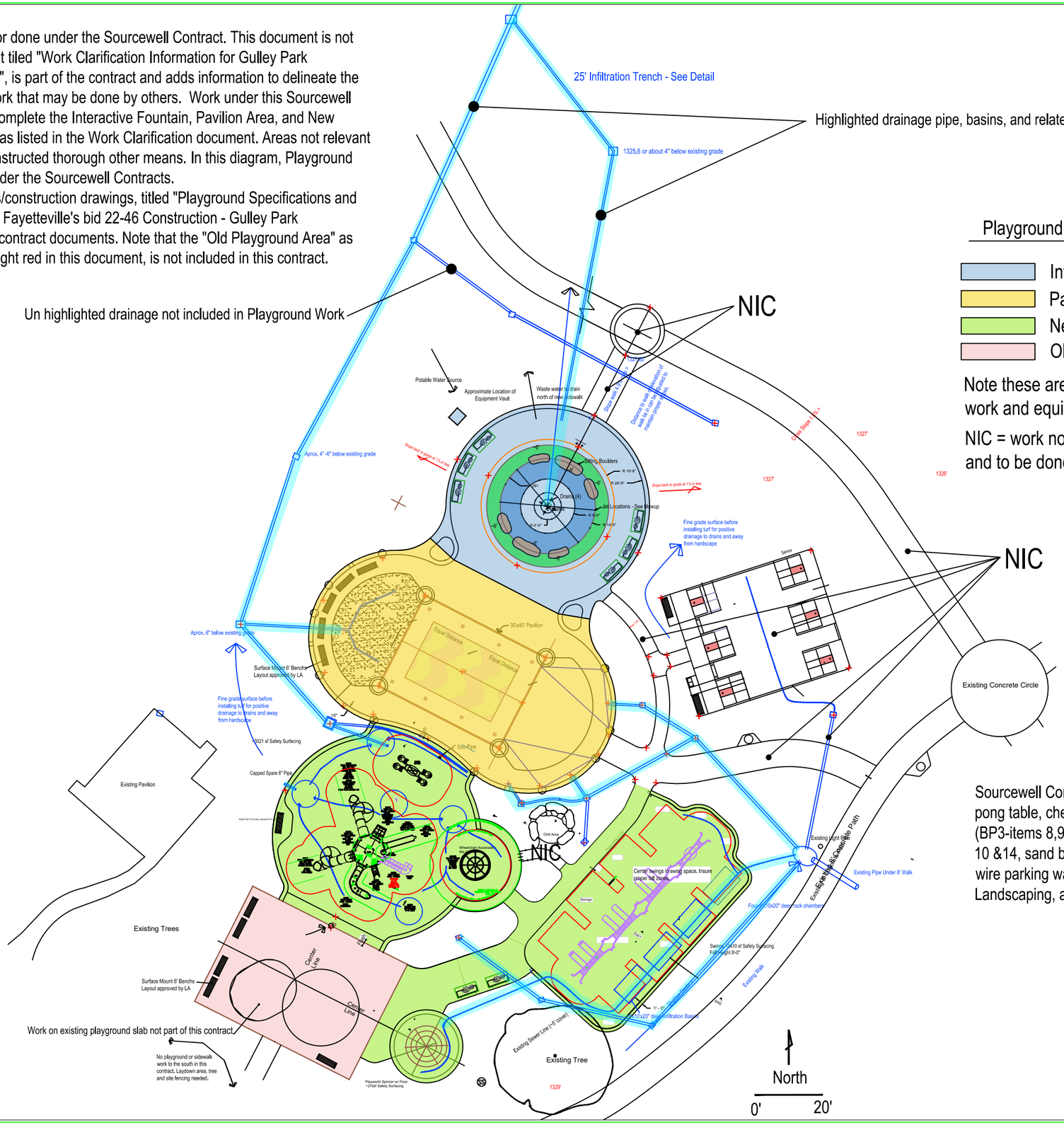
CITY OF FAYETTEVILLE ARKANSAS

DATE:

SHEET: L5

Foster, Zach August 25, 2022 8:46 AM Gulley Sec 3 planting.dwg

This diagram delineates the area of work for done under the Sourcewell Contract. This document is not comprehensive and an additional document tiled "Work Clarification Information for Gulley Park Playground and Splash Pad Improvements", is part of the contract and adds information to delineate the work to be done under this contract and work that may be done by others. Work under this Sourcewell Contracts includes all items necessary to complete the Interactive Fountain, Pavilion Area, and New Playground Area minus items not included as listed in the Work Clarification document. Areas not relevant to the Sourcewell Contract, will/may be constructed thorough other means. In this diagram, Playground work refers to work intended to be done under the Sourcewell Contracts.
Along with this diagram, the bid documents/construction drawings, titled "Playground Specifications and Splash Pad Improvements", used in City of Fayetteville's bid 22-46 Construction - Gulley Park Imiprovements, are included as part of the contract documents. Note that the "Old Playground Area" as indicated in Bid Package 5 and shaded in light red in this document, is not included in this contract.



Playground Contractor Work Areas

- Interactive Fountain Area
- Pavilion Area
- New Playground Area
- Old Playground Area

Note these areas do not show all areas where work and equipment is necessary.

NIC = work not included in Sourcewell Work and to be done by others.

Sourcewell Contracts not responsible for providing ping pong table, chess table and movable chairs,sitting walls (BP3-items 8,9,10,12), Chill Area & low fence (BP4, items 10 &14, sand blasted labyrinth, connecting trail and old wire parking walk (BP6), Bag Toss Area (BP7), Trees & Landscaping, and irrigation (PB9).

Appendix D

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: Gulley Playground pavilion fountain pricing diagram.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
WORK AREAS DIAGRAM - SOURCEWELL CONTRACTS

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: January 6, 2023
SHEET: 1 of 1
PROJECT: Gulley Playgd/Ftn

Gulley Playground pavilion fountain pricing diagram.dwg
January 17, 2023 1:30 PM

Appendix E - Work Clarification Information for
Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts
January 17, 2023

Purpose of this document: The Work Areas Diagram – Sourcewell Contracts provides information on what work is included in the contract with both Landscape Structures and Poligon but due to its graphic nature some areas or not clearly delineated. This document adds additional information to clearly delineate what work is to be done under the Sourcewell contracts as detailed in the Gulley Park Playground and Splash Pad Improvements Construction Documents and specifications.

In this document each construction drawing sheet is listed below and labeled with one of three labels. Some pages are completely relevant to Sourcewell contract work (INC), some sheets contain information relevant for Sourcewell contract work and information for work not included in the Sourcewell contract work (MIX), and some sheets show work, none of which is in Sourcewell scope of work (NIC).

Format: Page / Listing / Notes

Cover - INC

Sheet Index – MIX

A1 – INC - General Notes – INC Note: The required playground testing will be paid for by the city. If deficient contractor will modify the surfacing to reach compliance at no additional costs to city. (Note 2 under playground general notes)

A2 – MIX – Note Sourcewell impact areas are likely smaller than shown on this drawing and do not include areas near Old Wire parking lot.

A3 – INC – Conceptual drawing for overview purposes that does not have construction document specifics

A4 – MIX – Overall site view does show some areas not relevant to Sourcewell contract work.

A5 and A6 – INC

A7 – MIX – This drawing shows fencing and erosion control. Sourcewell contract fencing and erosion control work does not need to encompass the areas shown near the Old Wire parking lot.

A8 and A9 – NIC

B1, B2, and B6 – MIX – Overall and blow up layout plans

C1 – INC

C2 – INC –(Note seating walls are not part of A6 REV and A7 REV)

C3 – INC

C4 – MIX (Note concrete connections to future work shall have rebar dowels on 20” centers for future walks/concrete to tie into)

C5 – MIX

C6 and C7 – MIX (See modified details A6 REV and A7 REV for pedestals for this page) Seating wall is not included in Sourcewell work.

C8 NIC

C9 and C10– MIX – Chill area details are not relevant to Sourcewell work.

C11 and C12 - NIC

C13 – INC – This sheet is just for informational purposes and does not provide construction information.

C14 through C24 – INC

C25 – MIX – Note the low decorative fence is not included in Sourcewell work

C26 through C30 – All sheets INC

C31, C32, C33 – NIC

C34 – INC – Note existing playground modifications not part of this contract.

C35 – MIX – Stain information is not relevant to Sourcewell work

C36, C37, C38 – INC Note that 14 benches are included in Sourcewell work.

C39 – NIC

C40 – INC

C41 and C42 – NIC

C43- INC

C44, C45, C46 – NIC

F1 –through F8 – INC – Note that the sandblasting and staining is not included in Sourcewell work. Also note revised detail for handling the edge of splash pad area. Additionally, note that the City is responsible for providing power and water to within 5' of the vault area for the splash pad.

G1- G5 – MIX – Note the drainage lines that are included in the Sourcewell work are delineated in blue on the Pricing Diagram. These drawings show other drain lines not included in the Sourcewell work. On sheet G5 sleeves are needed some of which are in the areas of work by Sourcewell. The city will provide conduits (pipes) for those locations to be installed by Sourcewell. Also, the city will provide conduit for sleeves for Sourcewell to install for future electrical to the SW corner post of the pavilion.

L1-L5 – NIC – Due note that irrigation equipment will be located next to the splash pad equipment and the layout done in the field should consider that.

Appendix F

Gulley Playground and Splash Pad - Sourcewell Contract Schedule of Values

Poligon 1/17/2023

Line Item Descriptions:

	Item	Unit	Est. Qty.	Unit $	Amount
1	Bonds/Insurance	LS	1	**$6,502**	**$6,502**
2	Poligon & DuMor Material Product	LS	1	**$175,626**	**$175,626**
3	Site Work				
3.a	Dirt Work, Site/Tree Protection, Drainage	LS	1	**$205,891**	**$205,891**
3.b	Concrete Site Work	LS	1	**$144,722**	**$144,722**
4	Assembly and Installation of Equipment	LS	1	**$62,318**	**$62,318**
					$595,059
				***Totals must equal**	**$595,059.10**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-368

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Parks & Recreation Director

FROM: Ted Jack, Park Planning Superintendent

DATE: January 20, 2023

SUBJECT: **Gulley Park Playground and Splash Pad Improvements (Part 2)**

RECOMMENDATION:
Approval of a Sourcewell public procurement contract with Poligon, for a pavilion and shade structures and related improvements for Gulley Community Park for a contract amount of $595,059.10 and approval of a $34,400 project contingency.

BACKGROUND:
Gulley Community Park is one of the most popular parks in the city. The playground area is aged and in need of replacement. Improvements vetted through the 2018 park master planning process include an expanded playground area, small interactive fountain, pavilion, and other related improvements. This project was publicly bid in October of 2022 (Bid 22-46) receiving two bids significantly over budget. Subsequently, the city explored using community service cooperatives that pool government purchasing power as a means of moving the project forward.

DISCUSSION:
Using the Sourcewell Community Contract has proved beneficial and reduced costs. The terms of the Sourcewell contract require breaking the project into two contracts for the two main vendors providing the equipment. ACS Playground Adventures will serve as the assembly and installation trade on the project for both parts. This Part 2 agenda packet is for the pavilion and shade structures work to be done by Poligon. Part 1 agenda packet is for the Playground, play equipment, and splash pad. Approval of this contract and the contract for the playground and splashpad are required to move the project forward. Not all work planned is able to be done with the Sourcewell Contract and some items such as the bag toss area, connecting walks, a sitting area, landscaping and irrigation will be done through a separate bid package to complete the project.

BUDGET/STAFF IMPACT:
The total cost of Part 1 and 2 is $1,329,996.07. The Arkansas Department of Parks, Heritage, and Tourism, Outdoor Recreation Grant Program (Resolution 60-22) is providing $220,000 of the funding for this project (including Part 1). The remaining funding comes from $722,325.00 in HMR and $387,671.07 in Park Land Dedication. Budget adjustments are in part 1 (2023-367).

Account	Project	Amount

2250-520-9256-5806.00	13001.1803	$174,933.00
2250-520-9255-5806.00	13001.1803	$420,126.10
Total PO		$595,059.10

ATTACHMENTS: 2023-368 SRF Gulley Park splash pad playground, Signed Poligon Agreement, Appendix A - Sourcewell Contract 012621-PPC, Appendix B - Poligon Proposal, Appendix C Gulley Project Manual P2 Poligon, Appendix C Drawings, Appendix D Gulley Work Areas Diagram Sourcewell, Appendix E Gulley Work Clarification, Appendix F Gulley Poligon Schedule of Values

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

File #: 2023-368

Gulley Park Playground and Splash Pad Improvements (Part 2)

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PORTER CORP. D/B/A POLIGON IN THE AMOUNT OF $595,059.10, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE CONSTRUCTION OF A PAVILION, SHADE STRUCTURES, AND RELATED IMPROVEMENTS AT GULLEY COMMUNITY PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $34,400.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract with Porter Corp. d/b/a Poligon, a copy of which is attached to this Resolution, in the amount of $595,059.10, pursuant to a Sourcewell cooperative purchasing agreement, for the construction of a pavilion, shade structures, and related improvements at Gulley Community Park, and further approves a project contingency in the amount of $34,400.00.

City of Fayetteville Staff Review Form

2023-368

Item ID

Feburary 7, 2023

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

Ted Jack	1/19/2023	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a Sourcewell public procurement contract with Poligon, for a pavilion and shade structures and related improvements for Gulley Community Park for a contract amount of $595,059.10 and approval of a $34,400 project contingency.

Budget Impact:

2250.520.9255-5806.00 2250.520.9256-5806.00	Parks Development
Account Number	Fund
13001.1803	Community Park Improvements - Gulley Park Splash Pad & Playground
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,687,249.13
		Expenses (Actual+Encum)	$	1,274,068.09
		Available Budget	$	**1,413,181.04**
Does item have a direct cost?	Yes	Item Cost	$	629,459.10
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**783,721.94**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: This is part 2 (2023-367 and 2023-368 items are two parts of one). Note the project contingency amounts in parts 1 and 2 are for both projects. BA is in 2023-367.

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contractor: Porter Corp. d/b/a Poligon

Contract Name/Title: **Construction – Gulley Park Improvements**

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and _____.(hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall compete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The project includes, but not limited to, expansion of the playground, new pavilion, interactive fountain, play areas, walks, landscaping, boulder work, lighting, drainage, sitting walls, safety surfacing, and other improvements as indicated in the construction documents.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Landscape Architects and Engineers employed by the City of Fayetteville, Arkansas. The Landscape Architect/Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Landscape Architect/Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within **330** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **30** calendar days after the substantial completion date.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, the City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the remainder of the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices in the Proposal which is hereto attached, as well as the

Schedule of Values (Appendix F), for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications. The Schedule of Values is included to allocate costs between Contractors for their relative portion of the Work.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Landscape Architect / Engineer, on or about the same day each month during construction. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Landscape Architect / Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage).

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Landscape Architect / Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Appendices and other related data identified in the Contract Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Contractor or a major sub of the contractor shall be experienced in playground construction and be a Certified Playground Safety Inspector (CPSI) or employ a CPSI. Contractor shall insure that the playground construction and playground equipment is installed and constructed to meet relevant playground standards including but not limited to the most up to-date versions of ASTM F-1487, ASTM F-2223, F-2373, IPEMA, and the most up to-date version of the CPSC Public Playground Safety Handbook.

E. Contractor has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Landscape Architect / Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

F. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, and subsurface) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

G. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the

Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

H. Contractor is aware of the general nature of work, if any, to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

I. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

J. Contractor has given Landscape Architect/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Landscape Architect/Engineer is acceptable to Contractor.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Contractor's Proposal.

   c. Documentation submitted by Contractor prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions if any.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with sheets bearing the following general title:

   Gulley Park Playground and Splash Pad Improvements or Construction – Gulley Park Improvements

8. Appendices A through F.

   - Appendix A – Sourcewell Contract 012621-PPC

- Appendix B – Proposal Dated January 18, 2023
- Appendix C – Project Manual and Drawings titled Gulley Park Playground and Splash Pad Improvements, including updated sheets C6 Rev and C7 Rev.
- Appendix D – Work Areas Diagram – Sourcewell Contracts
- Appendix E – Work Clarification Information for Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts
- Appendix F – Schedule of Values

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

B. Precedence of Controlling Documents: In the event of any conflict between the terms of these Contract Documents, the terms contained in this Agreement shall take precedence, followed by the terms of Appendix A, then Appendix C, then Appendix D, then Appendix B. In matters of construction and playground installation work the construction drawings and project manual shall take precedence over other written documents.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be

assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS:

A. All Dumpsters shall be procured from City of Fayetteville. Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

B. Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived. There shall be no burning of any materials and no blasting of any kind.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Landscape Architect / Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Landscape Architect / Engineer on their behalf.

This Agreement will be effective on January 23, 2023, which is the Effective Date of the Agreement.

CONTRACTOR Porter Corp	CITY OF FAYETTEVILLE
Robert Arent	
By:	By:
Title: Cred. + Mgr	Title:
(SEAL)	(SEAL)
Witness	Attest
Address for giving notices	Address for giving notices
4240 136th Ave.	
Holland, MI 49424	
License No. n/a	(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)
Agent for Service of process	
(If Contractor is a corporation, attach evidence of authority to sign.)	

END OF DOCUMENT 00500

DocuSign Envelope ID: 4EE85112-D968-43FF-A402-9D33A746CEB0

Sourcewell

Solicitation Number: RFP #012621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PorterCorp, 4240 N. 136th Ave., Holland, MI 49424 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 5, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 3/3/2021 | 2:13 PM CST

PorterCorp

DocuSigned by:
By: Ben Judy
2BB5979B9BB8496...

Ben Judy
Title: Director of Sales & Marketing

Date: 3/3/2021 | 11:39 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 3/4/2021 | 8:58 AM CST

RFP 012621 - Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services

Vendor Details

Company Name:	PorterCorp
Does your company conduct business under any other name? If yes, please state:	Conduct business under the brands Poligon and CEAS+
Address:	4240 N. 136th Ave Holland, MI 49424
Contact:	Ben Judy
Email:	ben.judy@portercorp.com
Phone:	616-405-5272
Fax:	616-399-9123
HST#:	

Submission Details

Created On:	Tuesday December 01, 2020 07:26:00
Submitted On:	Monday January 25, 2021 18:38:06
Submitted By:	Ben Judy
Email:	ben.judy@portercorp.com
Transaction #:	29d76721-31ca-43cb-b73d-84abc9026b9a
Submitter's IP Address:	165.225.61.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PorterCorp	*
2	Proposer Address:	4240 N. 136th Ave Holland, MI 49424	*
3	Proposer website address:	www.portercorp.com www.poligon.com www.ceasplus.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David D'Amico - Inside Sales Manager 4240 N. 136th Ave., Holland, MI 49424 616-888-3532 david.damico@portercorp.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PorterCorp has been manufacturing shelters since 1964 and was the original manufacturer to provide an easy to assemble, bolt together shelter that eliminates bird nesting and exposed anchor bolts. The Poligon brand is the leader in shelter manufacturing and is the most specified product throughout the United States and Canada. PorterCorp (the parent company) is owned by Playcore that believes in passionately providing dynamic play and recreation opportunities through innovative design, empowered employees, and dedicated customer support with over 25,000 installations and 38 sales representatives. Poligon is a brand of PorterCorp, the most specified shelter manufacturer in steel, wood and fabric. CEAS+ is a new brand created by PorterCorp 5 years ago targeting the architectural and commercial markets. Both brands sell and market open air steel structures and are part of this RFP. Our 145 employees are dedicated in manufacturing the highest quality of open-air structures that are done right, on time and exceed customer's expectations. PorterCorp business philosophy: When a park is created, so too is a community's image. These spaces become destinations, landmarks, and visual calling cards for years to come. Successful park development addresses many considerations to create a functional and inviting locale that gives communities a place to relax, play, make memories, and take pride in. Each site calls out for its own shapes, colors, and design. Park structures can be designed to follow along with surrounding architecture or lead the way with a bold direction of their own. Examples of both aesthetics can be seen in our catalog. As you browse through it, we hope it assists you in creating the ideal park setting for your community. Just as each site is distinctive, there are no "stock" buildings at PorterCorp. Each building is made one-at-a-time to customers' requirements. Customers select shapes, colors, ornamentation, roofing and special features. Computerized and automated manufacturing techniques speed this process up, while keeping costs and the price down. Since 1964, we at PorterCorp have been committed to providing a better way to create individually tailored parks, schools, churches and others that communities can be proud of. For today and for future generations, we do our best to make customers proud to not just have a 'shelter', but to have chosen a Poligon. PorterCorp's mission statement and guiding principles: Our Mission is to profitably grow our business by passionately providing dynamic play and recreation opportunities through innovative designs, empowered employees, and dedicated customer service. Guiding Principles: 1) We must provide top quality as perceived by the customer. We will provide superior service with emphasis on our intangibles, fasted by extraordinary responsiveness. 2) We must pursue fast paced innovation. To assure us of this, we will invest in application-oriented small starts and will encourage pilot runs. 3) We will create a corporate capacity for innovation. We will need to incorporate creative swiping (not invented but reinvented here). We must use word-of-mouth marketing and support committed champions. 4) Fast failures: if it doesn't meet our objectives or our quantitative innovations goals, we must move on and take what we learned and apply it to the next pilot. 5) We must pursue self-managed teams – involve everyone in everything. 6) We must listen/celebrate/recognize. We must create and maintain greatness by training and retaining in a systematic, structured manner. 7) We must lead by empowering our team members. We must pay attention – listen, listen, and then prescribe the solution. 8) Evaluate everyone on their love of change. Create a sense of urgency – do it right, do it right now. 9) We must measure what's important, revisit the chief control tools, and decentralize information, authority, and strategic planning. 10) We must demand total integrity and know that we each must earn the right to be part of the team each day. Delighting the Customer
8	What are your company's expectations in the event of an award?	PorterCorp became an awarded member in October of 2010. Our sales and distribution teams have used this as a major sales tool for over 10 years and have seen our sales increase steadily since the contract award. We have built a partnership in cooperative purchasing our company has not seen before. We believe with us working together we can continue to increase the purchases made by Sourcewell members for continued growth and success. We look forward in continuing to educate and train eligible Sourcewell members and our PorterCorp Team the benefits of cooperative purchasing and Sourcewell.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As of January 2021, PorterCorp has been in business for 57 years. During that time, we have grown our core business, by creating new products building the most recognizable brand in the shelter industry and have grown through acquisitions and new brands. For the past 25 years, we have produced positive operating income without exception. (reference document in financial strengths and stability folder)	*
10	What is your US market share for the solutions that you are proposing?	Poligon currently estimates our US market share between 47%-55%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Poligon currently estimates our Canadian market share between 57%-62%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	PorterCorp has never been petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PorterCorp is a manufacture of open-air structures and structural insulated panels. Poligon has been selling through its exclusive rep/dealer channel in the park and recreation and educational markets since 1976. Many of our dealers are family business who have been representing Poligon for 2 or 3 generations. Our dealers are the most established, competent, loyal, customer service driven team in the industry. Poligon is the premier brand in open air structures allowing us to align ourselves with the premier dealers. Our CEAS+ brand is also marketed through a separate dealer network and is presently represented by 14 dealers within the U.S. and Canada. All PorterCorp's reps and dealers are independently owned and operated. In addition to the sales and service force PorterCorp provides, our reps and dealers are considered an extension of our company. We work closely together to provide exceptional service to all Sourcewell members. The reps/dealers play in important roll in providing project management, customer service and installation services in order to provide a total turnkey solution for any open-air structure. 90% of PorterCorp's dealers are also selling playground equipment and other park related products (Playpower, Landscape Structures, Sof Surfaces, Rain Drop, etc.) held by a Sourcewell contract making them more valuable to Sourcewell members.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Certifications: AISC Building Fabricator valid through 7/31/21 (see certifications folder) PCI 4000 through 9/21/2021 (see certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certification or license be required that we do not possess in house, we utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). (See Buy America certification letter in certifications folder) Professional 6 SIGMA Black Belt on Staff. Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (See documents in certifications folder)	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PorterCorp has not been the subject of any suspensions or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	- PCI 4000: Powder Coating Institute - AISC: American Institute of Steel Construction - Community Build initiative with NRPA: 3 of the last 5 years Poligon has participated in NRPA's community build project. See additional info and testimonial: - The City of Orlando would like to express our sincere gratitude for your donations to help us make Grand Avenue Park a wonderful addition to our community. We produced a video for the NRPA conference to highlight the park. The video was shared by NRPA on its conference page, but I wanted to share the link again with you. https://spaces.hightail.com/receive/v37HcgDqnQ/fi-4cf68c39-9c35-412d-8fd5-88e4c6342bcf/fv-10a218f6-7b3a-47f9-bd77-951230b91304/Grand%20Ave%20Improvements%20Video%20v2.mp4 Thanks so much for all you're doing for us. Ken Pelham, Landscape Architect, RLA, LEED-AP City of Orlando Families, Parks, & Recreation Department	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 75% Poligon's current national sales are to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Approximately 6% Poligon's current national sales are to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any other cooperative purchasing contracts besides Sourcewell. We feel holding one contract allows our dealer network and inside sales team to focus on a single program to properly market and communicate the details for such program in an effective manner. We feel it is in our customers best interest to support a cooperative purchasing contract operated by a government entity that adheres to legal criteria of a bid contract and is widely accepted across multiple government and nonprofit platforms.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any GSA contracts nor does it hold any Standing offers and Supply Arrangements (SOSA).	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Mateo Foster City SD	Bob Price	650-312-7499	*
Palm Springs USD	Seandee Jackson	760-883-2710	*
Onondaga County	Beverly Chapman	315-435-3474	*
Town of Greece	Peter O'Brien	585-720-2934	
City of Murray	Kim Sorensen	801-264-2614	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Murray	Government	Utah - UT	Materials Only	$206,000	$1,029,000	*
Palm Springs USD	Education	California - CA	Materials Only	$77,000	$1,080,000	*
Bellflower USD	Education	California - CA	Materials Only	$49,000	$485,000	*
McFarland USD	Education	California - CA	Materials Only	$390,000	$390,000	*
City of Sterling	Government	Illinois - IL	Materials Only	$320,000	$320,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PorterCorps direct sales force is made up of the following: - 1 Director of Sales & Marketing: Overseeing sales management and marketing for all open-air structure brands, including the management of all Poligon reps and outside sales activities. - 1 Inside Sales Manager: Manages Inside Sales team working on all presale activity for CEAS and Poligon (quotes, drawings, product questions, coordinating customer meetings). - 2 Inside Sales Personnel: Working directly with Poligon reps and dealers assisting with all presale activity (quotes, drawings, product questions, coordinating customer meetings). - 4 Business Development Managers: Working in the field with CEAS and Poligon reps/dealers to acquire new business and customers by establishment of a sales pipeline. Also includes the requirement to grow and retain existing customers by presenting new solutions and services to clients. - In addition, we have an extensive dealer/rep network noted in question 24.	*
24	Dealer network or other distribution methods.	PorterCorp has 38 Poligon dealers/reps (see Rep Listing Poligon in additional docs folder) across North America including Alaska, Hawaii and Canada. These geographic regions are serviced exclusively by these Poligon representatives. For additional market coverage a new brand was created called CEAS+ to market open air steel structures to the architect and commercial channel. The CEAS brand is serviced by 14 independent dealers (see Rep Listing CEAS in additional docs folder) and 4 direct Business Development Managers who are employed by PorterCorp. CEAS is the only shelter manufacture exclusively serving the architect market. PorterCorp has the most extensive, well trained and rep organization in the shelter market. 90% of PorterCorp's rep groups sell a playground line which holds a Sourcewell contract. This is vitally important to have a group well trained in cooperative purchasing and Sourcewell making it easier to combine multiple products all under one contract….Sourcewell.	*
25	Service force.	PorterCorp has over 50 service personnel used to assist customers and dealers to Delight all our customers and Sourcewell members. The group is made up of accounting, engineering, drafting, order processing inside sales, outside sales installation support and customer service. Specifically, we have 3 dedicated employees in installation support to assist customer during installation and to resolve any installation concerns that arise. These Team Members are factory trained and specialize in the understanding of how our open-air structures are manufactured and installed and are well skilled in problem resolution. 3 FEQ are in the Order Processing Team to service customers post PO placement. Rest of the team is made up of accounting, design, engineering support staff to provide service to customers.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PorterCorp (including CEAS and Poligon brands) have over 300 dealers and direct personnel dedicated to customer service in North America. We believe customer service starts with our first contact and does not end even after the product is installed. Our experienced sales team will ensure the customer is well educated on the product they are purchasing. Once the order is entered our Oder Processing Team (OPT) project manages the order making sure we communicate deliverables (drawings, engineering manufacturing) as well as updating the customer on any additional requirements needed (down payment, credit app, colors, submittal approval, samples, electrical cutouts, etc.). Generally, first point of contact for any issue is our sales representatives and dealer to understand the project scope and issue in question. For installation or warranty related concerns, these are handled in the following manner: 1. Poligon representative may be familiar with the issue and will handle themselves or get a proper response from the factory as required. 2. Customer Service issues relating specifically to installation or quality are directed immediately to the PorterCorp Quality Team. The quality members are always available and have smart phones for access beyond the normal hours of 8-5. Response times are within 24 hours, if one person is out or occupied the back-up person is available for handling of the issue. All conversations are documented with date, time, conversation and action item required. NCM (Nonconformance material report) is initiated and entire customer issue is tracked in its entirety throughout the process until it is closed. PorterCorp has 8 structural engineers. If an engineering letter is required or a building inspector needs an on-site answer PorterCorp can provide response times usually less than 24hrs to resolve the matter in a quick and professional manner. 3. All drawings are kept in electronic format, issues are diagnosed quickly and efficiently if there is a field question. 3D CAD modeling is used to recreate the entire structure and to see what the customer is seeing. Each part is labeled and etched for proper identification. NCM report generated by our Quality Department for any customer issue/concern/contact that occurs. (see NCM form in additional docs folder). Root cause analysis is done for each NCW by the PorterCorp quality department. The length of time to process issues will depend on the complexity of problem and customer response time.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	PorterCorp is authorized to sell products and provide services in all 50 states and Canada. We will be able to fully serve all geographic areas through the proposed contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Canada is an important part of our current business and is an area we want to continue to grow in years to come. We currently have a well-established sales, marketing, distribution and customer service program and process to service the Canadian market. We have a well informed and educated Team in Canada that can service all provinces. Everything that we provide to customers in the U.S. we provide currently to Canada. This includes pricing, product offering, marketing, ability to move freight easily across the border, handle any import duties/taxes and provide a turnkey program all the way through installation. Our dealers are well versed in moving product across the border, handling duties, converting marketing literature to French and providing installation for a total turnkey solution. We have yet to see significant purchasing requests from cooperative purchasing in Canada, however we do have a willingness and ability to pursue this market in the future given the right tools and support from Sourcewell. Should the opportunity present itself and PorterCorp receives an award we are prepared to develop a pricing programming for Canada based on an exchange rate formula and any applicable duties and taxes.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PorterCorp will be able to fully serve all Sourcewell members in all geographic areas through the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Sourcewell members in all geographic areas will be fully served by our proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None, we can distribute, ship, and service to all members in Hawaii, Alaska and in all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Sourcewell brand identification on all our websites on home page that include: Steel, Fabric, Wood and CEAS. Website home page identifies our affiliation with Sourcewell (see attachment Poligon home page in marketing folder). - Dedicated web page to Sourcewell, including contact info to Sourcewell, direct links to Sourcewell, video links, etc. (see attachment Sourcewell page in marketing folder). - Sourcewell brand identification on all published printed marketing materials, catalogs, brochures, etc. (see attachment Fabric and Farmers market brochure in marketing folder). - Specific marketing PDF document for all brands promoting the benefits of cooperative purchasing and Sourcewell. (see attachment Sourcewell Awarded contract CEAS/Poligon in marketing folder). - All trade show events we fly the Sourcewell flag and have trained personnel to discuss the contract and cooperative purchasing. (see attachment CASH show in marketing folder). - PorterCorp attend H2O, have not missed an event for past 11 years. - PorterCorp personnel and their dealers attend GTKU events held in their specific regions. - PorterCorp personnel and their dealers attend Sourcewell University events held in their specific regions. - Include Sourcewell brand identification on all printed advertising materials in trade publications. (see attachment LASN Poligon in marketing folder). - Promote and provide educational training to our dealer network with quarterly distribution of our Rep Reporter. (see attachment RepReporter in marketing folder). - New rep training events at PorterCorp held twice per year. Allocating time in the agenda to train to reps and dealers regarding cooperative purchasing and Sourcewell. - Annual award given during National Sales meeting by Sourcewell contract manager that recognizes the dealer with most sales using the Sourcewell contract. - Over the years we have conducted virtual training events in partnership with Sourcewell to our rep and dealer base.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	- Easy to navigate product listing on the website for customers to view specific models by application, including standard, modified or custom shelters. - Flickr photo link for customers and dealers to access a complete photo library. https://www.flickr.com/photos/144374304@N03/albums - Complete offering is shown on the home page to direct the customer to specific shade needs, fabric, wood, or steel. - Website login customers to download an E-1 drawings (schematic drawings) in a variety of formats to place in their project plan. All standard buildings are available for download. - If a customer does not know what building they need you can go into a specific market segment (parks, schools, urban/government, aquatic centers) on the website to find shelter product made for that specific segment. - Poligon uses a web-based pricing system (configurator) that can provide immediate pricing to Sourcewell members for all standard and modified products representing 70% of the total business sales. - We monitor and update our Facebook page. https://www.facebook.com/PoligonStructures/ - Metadata from our website drives a lot of our new product development and key word development for websites and architectural platforms. - PorterCorp is launching a new dealer portal in 2021 with Salesforce that integrates with our ERP and pricing configurator to provide a more robust market, sales and process driven system enhancing the customer experience.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	PorterCorp anticipates that Sourcewell will continue to promote PorterCorp products, services to their members through their website, social media, trade shows, and publications. The leads we currently get from these platforms are reliable and are quickly acted upon. We expect Sourcewell to continue to support our sales teams by answering questions from members regarding Sourcewell, the cooperative purchase process and other legal information. Having worked with Sourcewell and their Contract Managers I have found them helpful, easily accessible, prompt in response time and overall willingness to help the government, nonprofit agency and contract holder. We want Sourcewell to continue to promote their contracts through local and state government legislation. Much like Sourcewell, we strive to be the preferred quality solution provider for open air structures. Creating an environment that showcases PorterCorp and our product/service offering is highly important to current members' confidence in purchasing off our contract, as well as future members that we seek to bring into the cooperative. Over the last 10 years PorterCorp has successfully integrated Sourcewell into our sales process which is evident by our growth and longevity with Sourcewell. We have done this through a commitment from our entire organization which is followed by training, prompt service, education, marketing support and continued communication with Sourcewell. We look forward in continuing to educate the PorterCorp Team and eligible members on the benefits of Sourcewell.	*

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Poligon's custom design and engineered to order shade and shelter products and services they are not available through a e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Poligon offers a 1-day Installer Certification program for installation companies to complete. Upon course completion Poligon certifies that individual/company use best practices when installing a Poligon shelter. This is important to Sourcewell members knowing they have access in contracting with a Certified Installer assuring our products are installed in accordance to the manufacture's specifications. Training is optional and the course has a minimal fee of $50 per person (which includes lunch, training materials, certificate, and a Certified Installer outerwear. (see Certified Installer requirement application in certificates folder) Under the PorterCorp brands we offer 3 AIA and ASLA approved HSW CEU courses. These courses can be taken online, virtually or conducted in person by PorterCorp personnel or it's dealers. The training is optional and there is now cost to the certification.	*
37	Describe any technological advances that your proposed products or services offer.	- PorterCorp has an online pricing system that can quickly price all catalog products literally in seconds. It can also provide the corresponding building code and can quickly adjust pricing to adjust for wind load, snow load, building height, paint finish roof types, etc. - Poli-5000 paint finishing system (see Poli-5000 specs in additional docs folder).The most durable paint finish in the shelter market. We also offer other unique finishes not normally available in our market (Antiquity finish, powder coat over galv). - All CNC programed equipment based off a CAD model, eliminating the chance for mfg. errors. - Relatively new ERP system to better manage process, projects, scheduling, mfg., reporting, order entry, quality, maintenance, etc. Phase two for integration with customer experience planned mid-year 2021. - New 3D rendering software that converts a Solidworks model to a realistic open-air structure that can be placed into a site photo giving the customer a realistic representation of our structure on their site. - All schematic and engineering drawings use 3D Solidworks software allowing customers to see their design in a 3D colored model as well as having the ability to easily convert it to multiple file formats. By leveraging our consultative approach with our engineering/design and sales teams we strive to create product solutions that meet the needs of our customers, and continually bring many new product offerings and modifications to the market. Every year our new products and innovation team meet and introduce new ideas. This allows us to enter new market segments as well as making our product easier to install, which in turn creates a lower installed solution for Sourcewell members.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	PorterCorp is committed with its leadership and actions to protect the environment with the implementation of programs, manufacturing of sustainable guidelines. We focus on minimizing the emissions to air, water and land through programs that reduce pollution that harm the environment while conserving energy. - Installed LED efficient technology lighting throughout the office and manufacturing plant. - On site waste management in the office and manufacturing which includes recycling of scrap materials (steel, foam, paper) and other packaging materials. - Baler in plant for recycling of cardboard, - Non reusable electronic components are recycled though a certified recycling center. - Use of a powder coating paint finishing system producing 0 VOC emissions and is more environmentally friendly than liquid paint, e coat primer and zinc rich primer systems. - PorterCorp is a manufacture of SIP panels used in the construction of zero energy homes - Reclaim 100% of powder from prime coat booth and reuse. - Published dealer listing of recycle centers where customer can dispose of fabric tops. (see fabric recycle centers in additional docs folder) (See LEED doc in certifications folder)	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Certifications: AISC Building Fabricator valid through 7/31/21 (see document in certifications folder) PCI 4000 through 9/21/2021 (see document in certifications folder) LEED (Leadership in Energy and Environmental Design) is a national standard developed by the United States Green Building Council to certify sustainable buildings. LEED buildings can help save energy, conserve resources, protect occupant health, and improve owners bottom lines. PorterCorp products can assist a member's project in meeting LEED certification in the following areas: PorterCorp has a LEED AP professional on staff. Sustainable Sites, Alternative Transportation Bicycle Storage, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Material and Resources Credit, Construction Waste Management, 1-3 credits Material and Resources Credit, Recycled Content, 1-3 credits Indoor Environmental Quality, Environmental Tobacco Smoke (ETS) Control Prerequisite 2, required. (See LEED document for further specifics in certifications folder) Ability to sell product that meet following criteria (Buy America and Buy American).(See Buy America certification letter in certifications folder)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PorterCorp does not have any WMBE or veteran owned business certifications. When specifically required on a job, we make every effort to hire local qualified WMBE subcontractors. In addition, we do have many dealers that meet this requirement and our goods and services can be sourced through them in order to meet any minority owned business certifications. Current known WBE territories include: New England, NC, SC, IL, WI, IN, TX, UT.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Poligon by PorterCorp open air structures provide a custom designed, engineered to order product to your specific site, that is stamped by an engineer for your specific state, to a specific building code from foundation to the steel frame to roof deck. The metal frame and finish come with a 10-year warranty utilizing PorterCorp's in house Poli-5000 powder coat paint system. The metal roofing is supported with a 20-year material and finish warranty. The fabric is supported with a 10-year performance and color warranty. We support a process that we refer to as DEFI, we DEFI conventional construction by offering Sourcewell members open air structures that we: D (Design): Provide design assistance that is free to the member. We can literally take a napkin sketch and develop a full 3D rendering of the customers vision. E – (Engineer): With a host of engineers on staff we not only provide fully stamped drawings and calculations for a specific site, but we can also engineer the footing. By having in house engineers, this affords us the opportunity to have constructive programming calls direct with customer to discuss their specific project details, specifications, soil conditions and any other outlying attribute that may affect the performance on our structure to a specific site location. During the engineering and design phase we also provide dynamic pricing as the project evolves, which is an efficient way of keeping everyone informed and to keep the project within budget. F - (Fabricate): PorterCorp design includes a prefabricated kit of primarily steel tube knocked down that can then be easily assembled on site per Poligon's details and instructions. Fabrication uses architectural welds, AESS standard, tube steel to eliminate bird nesting, Poli-5000 powder coat, hidden fasteners, all under AISC steel certification guidelines. I – (Install) – Project specific installation drawings and easy bolt together members allow for fast and efficient installation. Poligon also provides in house installation and engineering support after shipment should it be required. Installation services provided by our dealer/rep network. PorterCorp's strength truly lies in the breadth of talent and expertise of our staff. Aside from the certifications listed, our team also consists of licensed professional engineers, certified public accountants, master's degree recipients and US patent holders. With a dedicated sales force with years of experience, partnered with a professional design team, the largest most professional engineering team in the industry we bring a unique skill set to the industry that can create specialized solutions like no other company.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

42	Do your warranties cover all products, parts, and labor?	We stand behind and warranty all PorterCorp products, for 10 years+ from the date of shipment. All PorterCorp products are covered in accordance to our warranty documents as shown in attached for a minimum of 10 years or more depending on pass through warranties as provided. We will review every situation that may occur and work with our representative, customer and installer to come to an equitable solution all parties can agree to and resolve any potential issue or concern. Our longevity in the business and the respect our customers have for our products is a testament to how we resolve matters and take care of customers. We provide a single point of contact with our Installation Support Team to receive the warranty claim, report progress on the solution, and ensure resolution. This approach ensures accountability and an efficient resolution of any warranty issue that may arise. In the end, a warranty document is only as good as the company standing behind it and those that do will be successful, as we have for over 57 years. In addition, PorterCorp will cover labor, equipment rental and parts in situations that warrant such a claim. (Refer to warranty document in warranty folder)	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	PorterCorp's products do not impose usage restrictions. Any other Limitations are noted within our terms and conditions document. (see terms and conditions doc in warranty folder)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Current technology allows for most issues to be quickly and efficiently resolved over the phone with pictures and email. With all our manufacturing documents on CAD, we can easily identify any manufacturing error that may have occurred. In the extreme situations when it is applicable, PorterCorp at their own discretion may elect to disburse someone from its installation support team to the job site. If deemed to be a warranty issue PorterCorp will cover this expense and if not, then the customer may be liable. In the end our goal is to make sure we have a satisfied customer who will buy from us again. (Refer to warranty document in warranty folder)	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	PorterCorp can provide warranty service and technical support to all areas in North America. We also serve areas should our products go overseas to military or government installations. Due to the extensive quality control measures PorterCorp has instituted (part labeling, computer-controlled part mfg.) we are able to recreate field issues along with the use of cameras and technology. Very rarely is it ever required to send a member to the field, but if the situation should warrant dispensing a technician we will. What is more important, is the process for handling these matters. PorterCorp has a dedicated installation support team of 3 members that all are connected with cell phones/computers and are available and trained specifically on our products and installation methods. They react quickly to resolve whatever matter the customer is having while installing our product. They are also backed up with a Team of 8 engineers who can immediately evaluate the situation and write engineering letters in order to accommodate a building inspectors' requirement. Having all these disciplines available on site at the manufacture is key to quickly resolving any issue that may arise.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items not manufactured specifically by PorterCorp (metal roof, galvanized finish, fabric, shingles) are passed through warranties by the original equipment manufacturer. PorterCorp's installation support team will handle any discussion and additional questions regarding all warranties even if they are passed through from the OEM. (Refer to warranty documents in warranty folder)	*
47	What are your proposed exchange and return programs and policies?	Each Poligon shelter is custom designed and engineered to order for a specific site with columns being secured to a concrete footing. Exchange and return programs are not available unless it pertains to a warranty situation. These are handled by our installation support team and are quickly resolved to the satisfaction of the customer. For additional policies and terms see document. (see terms and conditions document in warranty folder)	*
48	Describe any service contract options for the items included in your proposal.	Due to the high quality of our product and finish a service contract is generally not required in the steel shelter industry. With a 10 warranty on frame and finish and a 30 year on the roof material once you install a Poligon shelter very little service is required. Some of the Poligon dealers do offer service contracts for other areas of their business and if such a contract is required, we suggest the Sourcewell member contact the Poligon dealer. The limited amount of maintenance may include cleaning the steel members and roof which is generally handled by customers maintenance departments. (see Powdercoat Care and Maintenance document in Warranty folder)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	PorterCorps payment terms are net 30 days. A service charge of 1.5% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due. Additionally, PorterCorp reserves the right to negotiate any additional terms and conditions proposed by the Buyer. (See attached terms and conditions document in additional doc folder)	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PorterCorp has partnered with NCL Government Capitol to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Poligon and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	- Members work directly with PorterCorps reps/dealer and Inside Sales Team to establish open-air structure design, pricing, specifications and attributes. - Terms and purchase options using Sourcewell are presented to the customers outlining the benefits of cooperative purchasing. - PO received indicating Sourcewell contract number and member id. Poligon order form completed by dealer/rep along with PO (see Poligon order form in additional docs folder). - PorterCorp Order Processing Team (OPT) enters the order into ERP system and identifies the order as Sourcewell. OPT has the ownership of managing the project. Since all documents are stored in our ERP system, we can produce accurate and timely reports. For more information regarding our reporting process refer to question 60 of this RFP. Pricing is verified along with member # and contract #. - Any missing criteria (colors, down payment, credit app, etc.) are requested for submission. Information must be received before order scheduling. - Sale order acknowledgment created and communicated to the Sourcewell member. Acknowledgment identifies it being a Sourcewell order along with estimated ship range, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - At the end of each quarter sales are compiled based on shipments to Sourcewell members and communicated to Sourcewell within the first two days in the new quarter. Information is communicated using the provided Sourcewell Sales Reporting template. (see admin fee form in pricing folder) - Sourcewell orders are processed by the PorterCorp dealer or directly to PorterCorp. Most orders are processed directly to PorterCorp, however if the customer has a preference then we will accommodate that request. Based on past performance 90% of the orders are processed directly by PorterCorp. Dealer processed orders are usually a result of additional park and rec related equipment being purchased and the member wanting to issue one PO. - If installation is part of the overall purchase, then PorterCorp prefers to do billing in order to properly process the paperwork and document the sale to Sourcewell. We can and have been flexible regarding the order process based on a customer's interpretation of the contract documents.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	PorterCorp currently accepts P-card procurement cards. An additional fee of 3% for purchases over $10,000 will be applied when using a P-card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposal utilizes line item pricing for a wide range of products. Each product or service line is featured on a dedicated page in the pricing spreadsheet. We are supplying a total of 3 pricelists. One for Poligon open air structures, one for CEAS+ open air structures and one that combines the two for the purpose of this submission. PorterCorp open-air structures provide a custom designed, engineered to order shelter offering. The RFP line item pricing accounts for the most common shelter designs based on standard structural loading across the U.S and Canada. The RFP indicates MSRP, the discounted Sourcewell member price along with yellow highlighted items indicating “hot list” pricing. Pricing document includes additional options (cupola, ornamentation, cutouts) at a discounted net price. Building weight shown to properly calculate freight pricing using the freight calculator on page 8. The proposed price is considered to be a ceiling price. The line item pricing included in this proposal should not be considered complete and exhaustive due to the nature of each project being unique and custom to meet specific site requirements. Building codes, wind loads, snow loads, seismic conditions, design considerations are all contributing factors that affect price. PorterCorp does allow for MSRP discounts on design build engineered to order structures (custom) or modified buildings. Discount noted on the first page of the pricing document.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from MSRP varies based on net price list submission, hotlist pricing, custom and modified structures. Price discounts range from 8% to 23%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	To encourage volume purchases PorterCorp will offer the following volume discounts: - $100K-$200K: 1% - $201K-$300K: 2% - Above $301K: 3%	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	PorterCorp will work with the Sourcewell member regarding pricing and delivery of any open market item and/or nonstandard option that is requested. In addition, PorterCorp has had experience in providing other products (not related to open air structures) in accordance to the Sourced Goods Provision as called out in the Sourcewell contract. This may include any other related items that may be associated with the park and recreation market. Any item falling within this category will be passed through at cost.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	PorterCorp is a custom designed, engineered to order open air structure system, pricing is based per our RFP. Our philosophy is to provide a “total acquisition cost” pricing package for all “core” products allowing members the ability to purchase custom designed and manufactured open air structures for their specific site. This will include a total cost of the product, design, engineering, shipping, and installation of the product to the member’s desired location. A turnkey shelter package is provided for the entire structure which can be provided by PorterCorp and the local representative. Nonstandard pass through items can be made to members at cost, which include: engineering, concrete footings/flat work, freight, tax (if applicable), and any other site work required. PorterCrop provides electrical cutouts and access points within their structure, but does not provide electrical service and installation, this needs to be contracted directly with an electrical contractor.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are identified as a separate line item in the price list. Page 8 of the pricing document we indicate a cost-based pricing module where a customer can immediately calculate freight costs based on the most popular standard products. Cost based pricing is determined by the geographic location and product weight to determine the actual freight cost. All custom products will be priced at our freight cost based on the weight and cube of the structure.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	PorterCorp provides freight coordination and pricing to mainland ports in the U.S only. Our dealers are well versed in getting material across the border and shipping by container to an offshore location and can handle the logistics and pricing from a US destination. Any container packing, freight, duties, etc. from a mainland port (I.e. Long Beach, CA) are additional to those provided in the PorterCorp pricing document.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the distribution volume of product, PorterCorp will ship only on dedicated flat bed trailers direct to any job site in the continental U.S. This allows customers to receive more predictable delivery times and the freight arrives as it left the factory by not having to cross dock material at multiple freight terminals. An important part of freight shipments to job sites, is freight coordination. PorterCorp's dedicated logistics team initiates contact with the customer 2-3 times prior to shipment confirming shipping details, arrival dates, site readiness and any other delivery concerns the customer may have.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	see pricing in pricing folder.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of the Sourcewell contract. The following steps are conducted: - All orders purchased under the Sourcewell contract must have the current contract number and organization member number indicated on the PO. - The dealer for the customer must complete an incoming order form and include a current PorterCorp quotation. - The Order Processing Supervisor at PorterCorp will verify the pricing and make sure it coordinates with the contractual agreement of the Sourcewell contract. This includes proper that discounts are accounted for and other established criteria are met. - All information is entered into our ERP/Epicor order management system for tracking. - The sales order acknowledgment will identify it as being a Sourcewell order. Under the product description are the words Sourcewell along with other items that include: delivery timelines, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - All orders are queried from Epicor each quarter and reported per quarterly submission document. (see admin form in pricing folder) Quarterly submission completed by PorterCorp Credit Manager. - PorterCorp is AISC certified and per the AISC guidelines there is a very extensive order entry and tracking system that must be adhered to which includes a comprehensive review of every order making sure it meets all guidelines established. - Invoice documents for projects and corresponding PO's are available for review any time upon request. - PorterCorp has been reporting documents quarterly for over 10 years and our quality and timeliness of our submissions over this period should speak for itself.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	PorterCorp proposes a 2% administrative fee calculated as a percentage of the building sales price and building installation services (if provided). The 2% would be applied to the full contract amount less taxes, engineering, concrete and freight. The 2% admin fee to be made payable to Sourcewell quarterly on all sales secured during said quarter. Previous quarter sales would be reported to Sourcewell by the 5th of the following quarter in a format much like the attached sample report. (see admin fee form in pricing folder) Note this 2% is a cost to PorterCorp and is not identified in any documentation, except for internal accounting documents.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	PorterCorp is the leader in the design, engineering, and manufacturing of open-air structures. From the initial idea to completed installation, our streamlined process makes creating the perfect structure for your site, easy and efficient. PorterCorp offers endless options to suit your site-specific requirements along with the best precision cut components and reliable engineered construction. Every structure is protected with our Poli-5000 powder coat providing many years of superior durability. The PorterCorp proposal will incorporate the following items for open air structures: - Extensive listing of standard shaped steel shelter and sizes open-air structure. (Reference Poligon catalog in additional docs folder). - Extensive offering of additional accessories (ornamentation, cupolas. electrical cutout, integrated benches, solar kits, column shapes, medallions, etc.). Accessories allow members to modify a standard structure. (Reference Poligon catalog in additional docs folder). - Ability to offer any custom size and shape open air structure Sourcewell members have in mind. This may include all steel, fabric top, all wood, or combination steel columns glulam top. (reference Poligon idea book showing examples in additional docs folder) - Extensive offering of steel frame with fabric top made of HDPE fabric or vinyl fabric open air structure. (reference Poligon Fabric catalog in additional docs folder) - Extensive offering of wood frame (glulam) open-air structure. This may also include a combination of steel columns and glulam upper frame. (reference Poligon wood catalog in additional docs folder) - Extensive offering of steel frame custom open-air structures designed for the commercial and architectural markets. (reference CEAS+ catalog in additional docs folder) - Installation, footings and site work for entire offering. - Shipping direct to installation site. - Stamped engineering for specific state and location to meet all building code requirements. - Finance option is proposed through NCL Government Capital - Complete design service for any standard or custom open-air structure as a no charge service to Sourcewell members. - Installation support expertise during product installation. - Provide shade studies based on sun movement. - Engineered footing design with or without a soil test. Under open air structures we market a complete offering of Steel structures, wood structures and fabric structures. The structures are marketed under two Brands, Poligon targeting the landscape architect and Park and Recreation, and CEAS+ targeting commercial and institutional applications specified by architects.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Open air steel frame and steel roof/shingle/polycarbonate roof structures - Trellis - Portals - Open air steel frame and fabric roof structures - Open air wood frame and steel/shingle roof structures - Integrated benches and bike racks with steel frame structure - Kiosks - Sun shelters - Privacy shelters	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Open air structures	(•) Yes ( ) No	All types of open air structures (pavilions, gazebos, shelters, bandshells, amphitheaters, walkway covers, shade structures, kiosks, transit shelters, dugouts, trellis', entrance canopies, portals, DSA shelters, farmers market structures, picnic shelters, bleacher covers, sun shelters, crossing) made of steel, wood or fabric shade.	*
67	Accessory or utility buildings	(•) Yes ( ) No	Privacy shelters (portable toilet enclosure), PorterCorp structures quite often are used to provide the frame and roof for accessory and utility buildings. Walls and utilities are done by others.	*
68	Services related to the solutions above	(•) Yes ( ) No	Complementary installation and site work, design build services	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly metrics as well as quarterly metrics are tracked based on Sourcewell sales in relation to total sales so we can measure, track and evaluate a KPI to determine our success and growth of the contract and Sourcewell member purchases. Additional KPI's are tracked including Sourcewell sales as a percentage of total sales. Aside from tracking sales and opportunities, we hold a companywide competition on the dealer selling the most by volume annually using the Sourcewell contract. Leader board stats are distributed with the highest selling rep being celebrated at our annual sales meeting during NRPA. This has become a tradition at Poligon, with our Contract Administrator presenting the crystal award while exchanging ideas with the Poligon dealer base.	*
70	Describe the methods or techniques that impact the durability or longevity of your product.	- All welds are ground to better accept powder coat enhancing overall paint performance while providing an architectural look to the finish product. - All Zinc plated or galvanized fasteners used for improved corrosion resistance. - Use galvalume or aluminum material for all cover plates and parts that require sheet metal to reduce rusting. - Steel shot blast machine that removes all weld splatter and flash rust to near white condition. - Use a Super Durable TGIC powder vs std TGIC. - Factory staining of T&G. - Powder coat the heads of any exposed fasteners. - PorterCorp breaks all steel sharp edges with a grinder to better accept powder coat. - All plates are CNC processed providing improved accuracy and improved acceptance of welds. - Steel gutters and down spouts provided that can be powder coated to match the frame color. - Ability to galvanize steel as well as galvanize and apply a powder coat finish. This is a unique process and used in extremely corrosive environments. - PCI 4000 certification for the Powder Coating Institute. - Most detailed and comprehensive CSI specification in the industry supporting our quality, certification and performance spec. (See attachment in additional docs folder) - All parts are packed with foam, wood and cardboard. Each part is treated as a "Class A" surface to make certain when parts arrive without any damage. In addition, because we use dedicated flat bed carriers only our products are on the trucks. This makes sure our products arrive on time and in the same condition as when they left the factory. - All standing seam is factory notched to simply installation and provides a clean and uniform appearance.	*

71	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	- PorterCorp engineers and stamps all our drawings and verify they meet the local building code and requirements. - PorterCorp has their own linear conveyor powder coat line with steel shot blast. This allows for fast turnaround, lower cost and improved quality - Tube laser CNC programmed off a CAD model. - Automated Peddinghouse dual axis CNC drilling and cutting machine. - Certified welders as well as 3 certified LA County quality control inspectors. - All connections utilize hidden fasteners. - 2 Full time quality control personnel. - All parts are labeled, and part numbers etched in steel of facilitate part identification and correlation to instruction sheet. - Flatbed laser to cut our own medallions and ornamentation. - Poli-5000 is our unique powder coat finish system providing the most durable finish system in the open-air structure industry. Refer to specs and supporting documentation (Poli-5000 specs in additional docs folder) - Provide DSA (Division of State Architect) approved PC structures for the state of CA. - Cooling tunnel for steel member after being painted. - Use tube steel to eliminate bird nesting and hide electrical wiring.	*
72	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	Certifications: AISC Building Fabricator valid through 7/31/21 (certifications folder) PCI 4000 through 9/21/2021 (certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certifications or licenses be required that we do not possess in house, we will utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). See example of Buy America certification letter. Professional 6 SIGMA Black Belt on Staff. Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (see certifications folder)	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	
		None	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ben Judy, Director of Sales & Marketing, PorterCorp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Fri January 15 2021 10:28 AM	☑	1
Addendum 4_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Thu January 14 2021 10:10 AM	☑	2
Addendum 3_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Tue December 22 2020 04:01 PM	☑	1
Addendum 2_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Thu December 10 2020 02:58 PM	☑	1
Addendum 1_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Fri December 4 2020 03:46 PM	☑	1

Sourcewell Awarded Contract
Contract #012621-PPC

poligon

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
Poligon
4240 136th Ave
Holland, MI 49424
PH: 616.888.3500

Proposal

January 18, 2023
DATE

CONTACT: Amanda Beilfuss
ORGANIZATION: City of Fayetteville, Purchasing Division
EMAIL: abeilfuss@fayetteville-ar.gov
PHONE: T 479.575.8220
FAX: F 479.575.8257

SHIP TO: Gulley Park
1850 East Township Street
Fayetteville, AR 72073

BILL TO: Invoice will be emailed to email address above
unless another email address or mailing address is provided

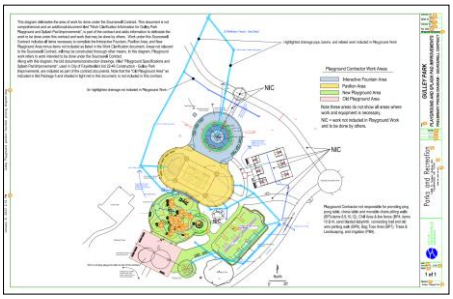
Destination: Fayetteville AR 72703
F.O.B.

Contract Agreement Terms
TERMS (Subject To Credit Approval By ACS)

To Be Communicated Prior to Contract
Current Schedule

Equipment Pricing Good for 60 days
All Other Pricing Good for 60 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

ITEM NO.	VENDOR	DESCRIPTION	SCOPE	UNIT	QTY	UNIT PRICE		TOTAL COST
			Project Name: Gulley Park Playground and Splash Pad Improvements					
	Poligon	Pavilion Area	**Pavilion Area (Yellow Area per Diagram Plus Site Work of all Highlighted Areas)** Poligon Pavilion per Plans Including Delivery, Install, and Taxes Pavilion Shade Structure and Supports Including Site and Tree Protection Dirt Work for All Highlighted Areas Per Pricing Diagram Site Drainage for All Highlighted Areas Per Pricing Diagram Concrete Work for All Highlighted Areas Per Pricing Diagram Site Furnishings Bonds  Quoted with Sourcewell Agreement Sourcewell Cooperative Contract 012621-PPC *Notes:* *Taxes are including on all deliverables excluding labor. If items are amended from the Poligon or LSI State Contract Proposal then prices are subject to change.* **Exclusions Unless Agreed Upon** Sleeve Material, Offsite Utility Connections, RPZ, Testing, Landscaping, and Site Restoration	LS	1	$ 595,059.10		$ 595,059.10

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.
ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS MAY BE CHARGED BACK TO THE CUSTOMER. SALES TAXES ARE INCLUDED ON THIS FORM
ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

	Total Weight	
	SUBTOTAL MATERIAL	$ 595,059.10
	TOTAL	**$ 595,059.10**

ACCEPTED BY CUSTOMER — DATE

PRINT NAME
Rob Green | 479-305-5050 | robg@acsplay.com — 1/18/2023
PROPOSED BY ACS REPRESENTATIVE — DATE

City of Fayetteville
Engineering Division
125 West Mountain Street
Fayetteville, Arkansas 72701

PROJECT MANUAL

FOR

Gulley Park Playground and Splash Pad Improvements – Sourcewell Contracts

(For LSI and Poligon for Playground, Splash Pad, and Pavilion Improvements)

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 10424
MATTHEW D. CASEY

Appendix C – Project Manual
January 17, 2023

TABLE OF CONTENTS

Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts

CONTRACT DOCUMENTS

INTRODUCTORY INFORMATION

00010	TABLE OF CONTENTS	00010-1 of 1
00400	**FORMS AND SUPPLEMENTS**	
00430	LIST OF SUBCONTRACTORS	00430-1 of 1
00440	LIST OF MANUFACTURERS	00440-1 of 1
00500	**AGREEMENT FORM**	00500-1 of 9
00500	AGREEMENT FORM	00500-1 of 10
00550	NOTICE TO PROCEED	00550-1 of 1
00600	**BONDS AND CERTIFICATES**	
00610	PERFORMANCE BOND	00610-1 of 3
00611	LABOR AND MATERIAL PAYMENT BOND	00611-1 of 4
00700	**CONTRACT GENERAL CONDITIONS**	00700-1 of 57
00701	GULLEY PARK PLAYGROUND EQUIPMENT SPECIFICATIONS	Three pages

DIVISION 1 - GENERAL REQUIREMENTS

01110	SUMMARY OF WORK	01110-1 of 3
01250	CONTRACT MODIFICATION PROCEDURES	01250-1 of 2
01270	UNIT PRICES	01270-1 of 2
01290	PAYMENT PROCEDURES	01290-1 of 2
01320	PROJECT MEETINGS, SCHEDULES, AND REPORTS	01320-1 of 2
01321	SCHEDULES	01321-1 of 2
01330	VERIFICATION SUBMITTAL PROCEDURES	01330-1 of 5
01420	DEFINITIONS AND STANDARDS	01420-1 of 3
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01560	TEMPORARY UTILITIES AND FACILITIES	01560-1 of 6

END OF TABLE OF CONTENTS

Note some documents listed are not relevant to Sourcewell Contracts and not included in these specifications.

DOCUMENT 00200 – INSTRUCTIONS:

1.01 DEFINED TERMS:

A. Terms used in these Instructions and which are defined in the GENERAL CONDITIONS, have the meanings assigned to them in the GENERAL CONDITIONS.

B. Contract Documents shall include the following:

1. Contract Forms:
   a. Agreement Between Owner and Contractor.
   b. Performance Bond.
   c. Labor and Material Payment Bond.
   d. List of Subcontractors
   e. List of Manufacturers
2. Contract Conditions:
   a. General Conditions.
   b. Supplementary Conditions.
3. Specifications.
4. Drawings.
5. Appendices.
   - Appendix A – Sourcewell Contract 012621-PPC
   - Appendix B – Proposal Dated January 11, 2023
   - Appendix C – Project Manual and Drawings titled Gulley Park Playground and Splash Pad Improvements, including updated sheets C30-A, C6 Rev and C7 Rev.
   - Appendix D – Work Areas Diagram – Sourcewell Contracts
   - Appendix E – Work Clarification Information for Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts
   - Appendix F – Schedule of Values

1.02 QUALIFICATION OF CONTRACTOR:

A. For Federal-Aid Projects, Contractors are not required to be licensed in the State of Arkansas at the time a Proposal is submitted. A Contractor's license must be secured before contracts are executed.

B. For all other projects, Contractor shall be licensed as a contractor in the State of Arkansas and shall provide their license number in its Proposal.

1.03 LABOR-RELATED REGULATIONS:

A. Pursuant to Arkansas Code Annotated 22-9-203, the City of Fayetteville encourages all qualified 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.

END OF DOCUMENT 00200

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for **Construction – Gulley Park Improvements.**

Contractor certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value

NOTE: This form must be submitted in accordance with the Instructions.

Contractor's Signature

END OF DOCUMENT 00430

DOCUMENT 00440 – LIST OF MANUFACTURERS

In compliance with the Instructions and other Contract Documents, the undersigned submits the following names of Manufacturers to be used in performing the Work for **Construction – Gulley Park Improvements**.

Contractor shall list manufacturers of playground equipment and Interactive Fountain/ Splash Pad equipment. Contractor certifies that all Manufacturers listed are eligible to manufacture equipment meeting the specifications for the Work. Only equipment specified in the construction documents or approved by addendum are approved for use in this project.

	Manufacturer	Equipment
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: This form must be submitted in accordance with the Instructions.

_____

Contractor's Signature

END OF DOCUMENT 00440

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contractor: Porter Corp. d/b/a Poligon

Contract Name/Title: **Construction – Gulley Park Improvements**

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and _____.(hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall compete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The project includes, but not limited to, expansion of the playground, new pavilion, interactive fountain, play areas, walks, landscaping, boulder work, lighting, drainage, sitting walls, safety surfacing, and other improvements as indicated in the construction documents.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Landscape Architects and Engineers employed by the City of Fayetteville, Arkansas. The Landscape Architect/Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Landscape Architect/Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within **330** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **30** calendar days after the substantial completion date.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, the City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the remainder of the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices in the Proposal which is hereto attached, as well as the

Schedule of Values (Appendix F), for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications. The Schedule of Values is included to allocate costs between Contractors for their relative portion of the Work.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Landscape Architect / Engineer, on or about the same day each month during construction. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Landscape Architect / Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage).

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Landscape Architect / Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Appendices and other related data identified in the Contract Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Contractor or a major sub of the contractor shall be experienced in playground construction and be a Certified Playground Safety Inspector (CPSI) or employ a CPSI. Contractor shall insure that the playground construction and playground equipment is installed and constructed to meet relevant playground standards including but not limited to the most up to-date versions of ASTM F-1487, ASTM F-2223, F-2373, IPEMA, and the most up to-date version of the CPSC Public Playground Safety Handbook.

E. Contractor has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Landscape Architect / Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

F. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, and subsurface) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

G. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the

Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

H. Contractor is aware of the general nature of work, if any, to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

I. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

J. Contractor has given Landscape Architect/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Landscape Architect/Engineer is acceptable to Contractor.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Contractor's Proposal.

   c. Documentation submitted by Contractor prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions if any.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with sheets bearing the following general title:

   Gulley Park Playground and Splash Pad Improvements or
   Construction – Gulley Park Improvements

8. Appendices A through F.

   - Appendix A – Sourcewell Contract 012621-PPC

- Appendix B – Proposal Dated January 18, 2023
- Appendix C – Project Manual and Drawings titled Gulley Park Playground and Splash Pad Improvements, including updated sheets C6 Rev and C7 Rev.
- Appendix D – Work Areas Diagram – Sourcewell Contracts
- Appendix E – Work Clarification Information for Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts
- Appendix F – Schedule of Values

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

B. Precedence of Controlling Documents: In the event of any conflict between the terms of these Contract Documents, the terms contained in this Agreement shall take precedence, followed by the terms of Appendix A, then Appendix C, then Appendix D, then Appendix B. In matters of construction and playground installation work the construction drawings and project manual shall take precedence over other written documents.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be

assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS:

A. All Dumpsters shall be procured from City of Fayetteville. Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

B. Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived. There shall be no burning of any materials and no blasting of any kind.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Landscape Architect / Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Landscape Architect / Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR _____	CITY OF FAYETTEVILLE _____
_____	_____
By: _____	By: _____
Title:_____	Title: _____
(SEAL)	(SEAL)
Witness _____	Attest _____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
License No. _____	(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)
Agent for Service of process	
_____	
(If Contractor is a corporation, attach evidence of authority to sign.)	

END OF DOCUMENT 00500

DOCUMENT 00550 – NOTICE TO PROCEED

TO: Contractor Name (Contractor)
Address
Address

CONTRACT NAME/TITLE: Construction – Gulley Park Improvements
Contract No: 22-____ Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on (Month Day, Year) _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement Between Owner and Contractor, the date(s) of Substantial Completion for the work is _____ and final completion ready for final payment is _____.

Before you may start any work at the Site, the General Conditions provide that you must deliver to the owner certificates of insurance, which is required to be purchased and maintained in accordance with the Contract Documents.

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.
Dated this _____ day of _____, 20___.

OWNER

_____
By _____
Title_____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

_____
By _____
Title_____
Date _____, 20_____

END OF DOCUMENT 00550

DOCUMENT 00610 – PERFORMANCE BOND:

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of _____ Dollars ($_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **Construction – Gulley Park Improvements** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.
Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

A. Complete the Contract in accordance with its terms and conditions, or

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____ 20____.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT

_____

_____

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

COUNTERSIGNED:

State of Arkansas

_____

By _____

_____

(CORPORATE SEAL)

Approved as to Form:

_____

_____

Attorney for _____

END OF DOCUMENT 00610

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND:

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of_____Dollars ($_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20___, entered into a contract with Owner for **Construction – Gulley Park Improvements** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 20___.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

SURETY COUNTERSIGNED:

State of Arkansas

_____ _____

By _____ By _____

_____ _____

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

END OF DOCUMENT 00611

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This document is based upon Engineers Joint Contract Documents Committee "Standard General Conditions of the Construction Contract," with modifications.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 CONTRACT DOCUMENTS:

A. The Contract Documents establish the rights and obligations of the parties and shall consist of the documents listed in DOCUMENT 00500, AGREEMENT.

B. Reports and drawings of subsurface and physical conditions and approved Submittals by Contractor are not Contract Documents.

C. Only printed or hard copies of items listed in subparagraph 1.01A are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.

1.02 DEFINITIONS:

A. Wherever used in these General Conditions or elsewhere in the Contract Documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:

1. "Agreement" - the written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
2. "Application for Payment" - the form acceptable to Landscape Architect/Engineer which is to be used by Contractor during the course of the Work in requesting progress and final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
3. "Change Order" - a written document signed by Owner and Landscape Architect/Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after execution of the Agreement.
4. "Contract Drawings" - drawings and other data designated as Contract Drawings prepared by Landscape Architect/Engineer for this Contract which show the character and scope of the Work to be performed and are referred to in the Contract Documents.
5. "Contract Price" - the total monies payable to Contractor under the Contract Documents as stated in the Agreement.
6. "Contract Times" - the number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Landscape Architect/Engineer's written recommendations of final payment.
7. "Contractor" - the person, firm or corporation with whom Owner has entered into the Agreement.
8. "Date of Contract", "Effective Date of the Agreement" - the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
9. "Engineer" or "Landscape Architect" – Landscape architect, engineer, or other licensed professional who is either employed by the owner or has

contracted with Owner to serve in a design capacity and whose consultants, members, partners, employees, or agents have prepared and sealed the Drawings and Specifications.

10. "Engineer's Consultant" - an individual or entity having a contract with Engineer or Owner to furnish services as Landscape Architect/Engineer's independent professional associate or with respect to the Project.
11. "Equipment" - a product with operational or nonoperational parts, whether motorized or manually operated, that may require service connections, such as wiring or piping.
12. "Field Order" - a written order issued by Landscape Architect/Engineer which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
13. "General Requirements" - Sections of DIVISION 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
14. "Hazardous Waste" - the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
15. "Law" - law of the place of the Project which shall govern the performance hereunder.
16. "Laws and Regulations," "Laws or Regulations" - laws, rules, regulations, ordinances, codes and/or orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. "Lien" - charges, security interests, or encumbrances on Project funds, real property, or personal property.
18. "Materials" - products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
19. "Notice to Proceed" - the written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligation under the Contract Documents. Tree protection fencing and erosion controls may be installed before "Notice to Proceed".
20. "Owner" - the City of Fayetteville, Arkansas, a constitutionally chartered municipal corporation , with which the Contractor has entered into the Agreement and for whom the Work is to be provided.
21. "Partial Utilization" - placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of all the Work.
22. "Project" - the total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
23. "Project Manual" - The bound documentary information prepared for constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
24. "Punch List" –is a document created in the final stages of a construction project at or near substantial completion, to provide a list of items that must be addressed before construction is considered complete and payment is issued. The list is prepared by the Engineer/Landscape Architect and values

established for completion of items on the list. The list is not considered to be inclusive of all items that may need corrective work or completion as some items may be missed or unable to be reviewed.

25. "Resident Project Representative" - the authorized representative of Landscape Architect/Engineer who is assigned to the construction Site or any part thereof.
26. "Reference Drawings" - drawings not specifically prepared for, nor a part of, this Contract, but which contain information pertinent to the Work.
27. "Samples" - physical examples of Equipment, Materials, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
28. "Shop Drawings" - all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
29. "Site" - lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
30. "Specifications" - those portions of the Contract Documents consisting of written technical descriptions of the Work, and covering the Equipment, Materials, workmanship, and certain administrative details applicable thereto.
31. "Subcontractor" - an individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
32. "Submittals" - all Shop Drawings, product data, and samples which are prepared by Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by Contractor to Landscape Architect/Engineer as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.
33. "Substantial Completion" - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer/Landscape Architect as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it was intended.
34. "Supplementary Conditions" – part of the Contract Documents which amends and/or supplements these General Conditions.
35. "Supplier" - a manufacturer, fabricator, supplier, distributor, material man, or vendor.
36. "Underground Facilities" - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, fountain equipment, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

37. "Unit Price Work" - Work to be paid on the basis of Unit Prices.
38. "Work" - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, the furnishing of Bonds and insurance, furnishing labor, and furnishing and incorporating Materials and Equipment into the construction, all as required by the Contract Documents.
39. "Work Change Directive" - a written directive to Contractor, issued on or after the effective Date of the Agreement and signed by Owner and recommended by Landscape Architect/Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Article 4 or to emergencies under Paragraph 6.13. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Paragraph 10.01B.
40. "Written Amendment" - a written amendment to the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement, and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.
41. This contract is named "Construction – Gulley Park Improvements". It is also referred to in the drawings and specifications as "Gulley Park Playground and Splash Pad Improvements" and these titles are interchangeable.
    a. Splash Pad and Interactive Fountain may be used interchangeably.

1.03 TERMINOLOGY:

A. Whenever used in these General Conditions or elsewhere in the Contract Documents, the following terminology shall have the intent and meaning specified below:
    1. The words "as indicated" refer to the Drawings and "as specified" refer to the remaining Contract Documents.
    2. The terms "responsible" or "responsibility" mean that the party to which the term applies shall assume all responsibilities thereto.
    3. The term "approve", when used in response to Submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Landscape Architect/Engineer's responsibilities and duties or specified in these General Conditions. In no case will "approval" by Engineer or Landscape Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
    4. When applied to Equipment and Materials, the words "furnish", "install", and "provide" shall mean the following:
        a. The word "provide" shall mean to furnish, pay for, deliver, assemble, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
        b. The word "furnish" shall mean to secure, pay for including taxes, deliver to Site, unload and uncrate Equipment and Materials.

c. The word "install" shall mean to assemble, place in position, incorporate in the Work, adjust, clean, and make fit for use.
d. The phrase "furnish and install" shall be equivalent to the word "provide."

5. The word "day" shall constitute a calendar day of twenty-four hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS AND INSURANCE:

A. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds and proof of insurance as Contractor may be required to furnish in accordance with Paragraph 5.01 and other areas.

2.02 COPIES OF DOCUMENTS:

A. Owner will furnish to Contractor copies of the Contract Documents as stated in the General Requirements.

2.03 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES

A. After contract award, the Contractor will provide the City with a 100% performance and payment bond, as required in the contract.

B. Upon the City receiving and accepting the 100% Performance and Payment Bond, the City will issue a Purchase Order along with a Notice of Award (NOA).
1. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time. Verification submittal processes must be followed (01330).

C. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

D. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.

E. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.

2.04 STARTING THE PROJECT:

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run, with the exception of installation of tree protection fencing and stormwater controls, which may be installed before notice to proceed, if requested by the contractor in writing and if insurance requirements have been met.

2.05 BEFORE STARTING CONSTRUCTION:

A. Before starting construction and undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Landscape Architect/Engineer any conflict, error or

discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Landscape Architect/Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Landscape Architect/Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

B. Within twenty days after the Effective Date of the Agreement, not before Contractor starts the Work at the Site, Contractor shall submit items as noted in Document 00550 – Notice to Proceed (and as specified) to Landscape Architect/Engineer for review.

C. Further, before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Landscape Architect/Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with Paragraph 5.02 (and Owner shall deliver to Contractor certificates and other evidence of insurance requested by Contractor which Owner is required to purchase and maintain in accordance with Paragraph 5.02).

2.06 PRECONSTRUCTION CONFERENCE:

A. Within 20 days after the Effective Date of the Agreement, but before Contractor starts the Work at the Site, a conference attended by Contractor, Landscape Architect, Engineer, and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.05B, to discuss procedures for handling Submittals, securing permits, processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.07 FINALIZING SCHEDULES:

A. The contractor shall provide a schedule of the work finalized in accordance with the Specifications. The finalized construction progress schedule will be acceptable to Landscape Architect/Engineer if it provides an orderly progression of the Work to completion within the Contract Times, but such acceptance will neither impose on Landscape Architect/Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Submittal submissions will be acceptable to Landscape Architect/Engineer if it provides a workable arrangement for processing the submissions.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 INTENT:

A. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Law of the place of the Project.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials, or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for, at no additional cost to the Owner.

1. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or Equipment, such words shall be interpreted in accordance with that meaning.
2. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of execution of the Agreement. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Landscape Architect/Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer/Landscape Architect, or any of Owners's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.
3. Clarifications and interpretations of the Contract Documents shall be issued by the Landscape Architect or Engineer as provided in Paragraph 9.04.

C. If, during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to Landscape Architect/Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Landscape Architect/Engineer, however, Contractor shall not be liable to Owner or Landscape Architect/Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

D. Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.

E. The Specifications are separated into Divisions and Sections for convenience in defining the Work. Contract Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of Contract Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

3.02 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A formal Written Amendment.

2. A Change Order.

B. As indicated in Paragraphs 11.01B and 12.01A, Contract Price and Contract Times may only be changed by a Change Order or Written Amendment.

C. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in the following way:
   1. A Field Order (pursuant to Paragraph 9.05).
   2. Landscape Architect or Engineer's written interpretation or clarification (pursuant to Paragraph 9.04).

3.03 OWNERSHIP AND REUSE OF DOCUMENTS:

A. All Contract Documents and copies thereof furnished by Landscape Architect/ Engineer shall be the property of the Owner and no reuse is permitted without written permission of the Owner, Landscape Architect, and Engineer.

B. Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer and Landscape Architect; and they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner, Engineer, and Landscape Architect and specific written verification or adaptation by Landscape Architect or Engineer.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS:

A. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.

B. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way, or easements entitles Contractor to an extension of the Contract Times, Contractor may make a claim therefor as provided in Article 12.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

D. Contractor shall confine his operations to the construction limits indicated.

4.02 UNFORESEEN SUBSURFACE CONDITIONS:

A. Contractor shall promptly notify Landscape Architect/Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those specified or indicated, or which could be reasonably interpreted from examination of the Site and available subsurface information at the time of execution of the Agreement.

B. Landscape Architect/Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter,

Landscape Architect/Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor and Owner.

C. If Landscape Architect/Engineer and Owner find that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of execution of the Agreement, then a Change Order will be issued by the Owner incorporating the necessary revisions.

4.03 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Landscape Architect/Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided:

1. Owner and Landscape Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,
2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Paragraph 6.12 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

B. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Paragraph 6.13), identify the owner of such Underground Facility and give written notice thereof to that owner and Landscape Architect/Engineer. Landscape Architect/Engineer will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Paragraph 6.12. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

4.04 REFERENCE POINTS:

A. Landscape Architect/Engineer will provide elevation benchmarks to for construction which in Landscape Architect/Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out

the Work, shall protect and preserve the established benchmarks, and shall make no changes or relocations without the prior written approval of Landscape Architect/Engineer. Contractor shall be responsible for any mistakes or loss of time that may result from their loss or disturbance.

B. Contractor shall make such surveys as are required for establishing pay limits and determining quantities for progress pay estimates. Contractor shall furnish Landscape Architect/Engineer with one copy each of all field notes of such surveys.

ARTICLE 5 - BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS:

A. Contractor shall furnish performance and payment Bonds, each in an amount at least equal to 100% of the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is approved by Owner, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds shall be signed by an Arkansas Agent.

B. The Bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times.

C. Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

D. Date of Bonds shall be the same as the Effective Date of the Agreement.

E. If at any time during the continuance of the Contract, the surety on any Bond becomes unacceptable to Owner for financial reasons, Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of Owner within ten days after notice to do so.

1. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01A, Contractor shall within five days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

5.02 INSURANCE:

A. Contractor's Liability Insurance:

1. Contractor and all of his subcontractors shall purchase and maintain such liability and other insurance as is appropriate for the Work being furnished

and performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's furnishing and performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

a. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than Contractor's employees;
d. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use therefrom;
f. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
g. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

2. The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability specified or required by Law, whichever is greater.

a.	Umbrella General Liability	$5,000,000
b.	Workers' compensation	Statutory (State and Federal Limits)
	Employer's Liability	$500,000 each accident
c.	Commercial General Liability	
	(1) General Aggregate	$2,000,000
	(2) Products-Completed Operations Aggregate	$2,000,000
	(3) Personal & Advertising Injury Limit	$1,000,000
	(4) Each Occurrence Limit	$1,000,000
	(5) Fire Damage Limit	$ 100,000
	(6) Medical Expense Limit	$ 5,000
d.	Business Automobile Liability	
	(1) Any one loss or accident	$1,000,000

B. The policies of insurance so required by paragraph 5.02A to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs 5.02A.1.c through 5.02A.1.g inclusive, include as additional insureds by endorsement (subject to customary exclusion in respect of professional liability) Owner, Landscape Architect, Engineer, and Engineer's Consultants, and include coverage for the respective officers, directors, partners, employees, agents, and other

consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability specified in Paragraph 5.02A.2 or required by Laws and Regulations, whichever is greater;
3. with respect to insurance required by paragraphs 5.02A1.c through 5.02A1.g inclusive, include premises/operations, products, completed operations, independent contractors, and personal injury insurance,;
4. include in the Commercial General Liability policy, contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.06, 6.10, and 6.16, and written for not less than the limits of liability and coverages specified above;
5. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 days' prior written notice by certified mail has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued;
6. provide Broad Form Property Damage coverage and contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, earthquake, flood, explosion, collapse of buildings, or damage to underground property;
7. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;
8. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment and Contractor shall furnish Owner and each other specified additional insured to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter;
9. include Independent Contractors Protective Liability coverage; and
10. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be $5, 000.
11. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02A and any other liability insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, Landscape Architect and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Landscape Architect, Engineer, Engineer's Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance

held by Owner as trustee or otherwise payable under any policy so issued. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be $5,000.

C. Owner's Protective Liability Insurance:
   1. Contractor shall be responsible for purchasing and maintaining Owner's Protective Liability insurance with Owner, Landscape Architect and Engineer as named insureds.
   2. This insurance shall have the same limits of liability as the Commercial General Liability insurance and shall protect Owner, Engineer, and Landscape Architect against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, negligent acts or omissions of Contractor or Subcontractors or any agent, servant, worker, or employee of Contractor or Subcontractors arising from the operations under the Contract Documents.
   3. This insurance may be provided by endorsement to Contractor's Commercial General Liability insurance policy.

D. Property Insurance:
   1. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full insurable value thereof (subject to such deductible amounts as follows) or as required by Laws or Regulations. This insurance shall:
      a. be on the completed value form and include the interests of Owner, Contractor, Subcontractors, Landscape Architect, Engineer, and Engineer's Consultants, and the officers, directors, partners, employees, agent, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
      b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and Equipment and Materials, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, terrorism, and such other perils (as flood, earthquake, explosions, collapse, underground hazard) or causes of loss as may be specifically required in the Contract Documents;
      c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals);
      d. cover Equipment and Materials stored at the Site or at another location that was agreed to in writing by Landscape Architect or Engineer prior to being incorporated in the Work, provided that such Equipment and Materials have been included in an Application for Payment recommended by Engineer;
      e. allow for partial utilization of the Work by Owner;

f. include testing and startup;
g. be maintained in effect until final payment (or the Owner assumes beneficial occupancy and agrees to provide insurance coverage for the facilities so occupied) is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days' written notice to each other additional insured to whom a certificate of insurance has been issued; and
h. have a deductible amount of $ 10,000.

2. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required by Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants in the Work, each of whom is deemed to have an insurable interest and shall be listed as insured or additional insured parties.
3. All policies of insurance required to be purchased and maintained in accordance with Paragraph 5.02D will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days' prior notice by certified mail has been given to Owner and Contractor and to each additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.02F below.
4. Copies of the policies shall be furnished for property insurance. Certificates will not be acceptable.

E. Transit Insurance:
1. Transit insurance shall be furnished by Contractor to protect Contractor and Owner from all risks of physical loss or damage to Equipment and Materials, not otherwise covered under other policies, during transit from point of origin to the Site of installation or erection.
2. This insurance shall be written on an "All Risk" basis with additional coverages applicable to the circumstances that may occur in the particular Work included in this Contact.
3. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
4. This insurance shall contain a waiver of rights of subrogation the insurer may have or acquire against Engineer and Landscape Architect.

F. Waiver of Rights:
1. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.02D will protect Owner, Contractor, Subcontractors, Landscape Architect, Engineer, Engineer's Consultants, and other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder; and if the insurers require separate waiver forms to be signed by Engineer, Engineer's Consultants or Landscape Architect, Owner will obtain the same, and if such

waiver forms are required of any Subcontractor, Contractor shall obtain the same.

2. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02D and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, Landscape Architect, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's Consultants, Landscape Architect, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

G. Receipt and Application of Insurance Proceeds:

1. Any insured loss under the policies of insurance required of the Contractor will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.02G.2. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied to account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
2. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection is made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties upon the occurrence of an insured loss.

H. Acceptance of Insurance:

1. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with Paragraph 5.02 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing thereof within 10 days of the date of delivery of such certificates and other evidence of insurance to Owner required by Paragraph 2.05C.

2. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request If either party does not purchase or maintain all of the insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

I. Partial Utilization, Acknowledgment of Property Insurer:

1. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.06, no such use or occupancy shall commence before the insurers providing property insurance pursuant to Paragraph 5.02D have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE:

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

B. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

C. When manufacturer's field services in connection with the erection, installation, start-up, or testing of Equipment furnished under this Contract, or instruction of Owner's personnel thereon are specified, Contractor shall keep on the Work, during

its progress or as specified, competent manufacturer's field representatives and any necessary assistants.

6.02 LABOR, EQUIPMENT, AND MATERIALS:

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Owners written consent.

B. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all Equipment and Materials, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

C. All Equipment and Materials shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish to Engineer satisfactory evidence (including reports of required tests) as to the kind and quality of Equipment and Materials. All Equipment and Materials shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier/ manufacture except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to Landscape Architect, Engineer, or any of Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.10C and 9.10D.

D. All Equipment and Materials incorporated in the Work shall be designed to meet the applicable safety standards of federal, state, and local Laws and Regulations.

6.03 ADJUSTING PROGRESS SCHEDULE:

A. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.04 SUBSTITUTES OR "OR-EQUAL" ITEMS:

A. Whenever an item of Equipment or Material is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, size, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitute is permitted, other items of Equipment or Material of other Suppliers may be submitted by Contractor to the Landscape Architect and Engineer for review under the circumstances described below.

1. "Or-Equal" Items: If in Landscape Architect/Engineer's sole discretion an item of Play Equipment, Interactive Fountain Equipment, site furnishings, or other Equipment or Material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, or no reduction in play value, esthetics, or longevity, it may be considered by Landscape Architect/Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Landscape Architect/Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For purposes of this Paragraph 6.04A.1, a proposed item of Equipment or Material will be considered functionally equal to an item so named if:
   a. In the exercise of reasonable judgment Landscape Architect/Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
   b. Contractor certifies that: (i) there is no increase in cost to Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents. Cost for additional safety surfacing or concrete walk that may be needed for a piece of playground equipment not specified but added as an "equal" will be borne by the contractor.
2. Substitute Items:
   a. If in Landscape Architect/Engineer's sole discretion an item of Equipment or Material proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.04A.1, it will not be considered a proposed substitute item.
   b. Contractor shall submit sufficient information as provided below to allow Engineer/Landscape Architect to determine that the item of Equipment or Material proposed is essentially equivalent to that named and an acceptable substitute therefor. Failure to provide sufficient information is reason for rejection. Requests for review of proposed substitute items of Equipment or Materials will not be accepted by Landscape Architect/Engineer from anyone other than Contractor.
   c. The procedure for review by Landscape Architect/Engineer will be as set forth in Paragraph 6.04, as may be supplemented in the General Requirements and as Landscape Architect/Engineer may decide is appropriate under the circumstances.

d. Contractor shall first make written application to Landscape Architect/Engineer for review of a proposed substitute item of Equipment or Material that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Landscape Architect/ Engineer in evaluating the proposed substitute item. Landscape Architect/Engineer may require Contractor to furnish additional data about the proposed substitute item.

B. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to Landscape Architect/Engineer, if Contractor submits sufficient information to allow Landscape Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Landscape Architect/Engineer will be similar to that provided in Paragraph 6.04A.2 as applied by Landscape Architect/Engineer and as may be supplemented in the General Requirements.

C. Landscape Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute or "or-equal" item. Landscape Architect/Engineer will be the sole judge of acceptability, and no substitute or "or-equal" will be ordered, installed, or used until Landscape Architect/Engineer's review is complete, which will be evidenced by either (i) a Change Order for a substitute, or (ii) an approved Submittal for an "or-equal." Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. For consideration of substitutions after execution of the Agreement, Landscape Architect/Engineer will record time required by Landscape Architect/Engineer and, Engineer's Consultants, in evaluating substitute proposed or submitted by Contractor pursuant to Paragraphs 6.04A.2 and 6.04B and in making changes in the Contract Documents or in the provisions of any other direct contract with Owner for work on the Project occasioned thereby. Whether or not Landscape Architect/Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall

reimburse Owner for the charges of, Landscape Architect/Engineer, and Engineer's Consultants for evaluating each such proposed substitute.

6.05 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

A. Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated in Paragraph 6.05B), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of Equipment and Materials) to be submitted to Owner within the required time after execution of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof, Owner's or Engineer's 'acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Landscape Architect/Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Landscape Architect/Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Landscape Architect/Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner, or Landscape Architect/Engineer and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of Owner or Landscape Architect/Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

D. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Landscape Architect/Engineer and contains waiver provisions as required by Paragraph 5.02F. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Paragraph 5.02D.

6.06 PATENT FEES AND ROYALTIES:

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work

and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. Contractor shall indemnify and hold harmless Owner and Landscape Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 PERMITS:

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of execution of the Agreement. City of Fayetteville will waive the fees of all city construction permits for this project. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.08 LAWS AND REGULATIONS:

A. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Landscape Architect/Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Landscape Architect/Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.02. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to Landscape Architect/Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.09 TAXES:

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid or withheld by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.10 USE OF PREMISES:

A. Contractor shall confine construction equipment, the storage of Equipment and Materials, and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and shall not unreasonably

encumber the premises with construction equipment or other equipment and materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Landscape Architect/Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at Law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Landscape Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Landscape Architect/Engineer to the extent based on a claim arising out of Contractor's performance of the Work.

B. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

C. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

D. This work occurs in a public park that will be open to park users. The contractor shall exercise caution in protecting the public from hazards that could be caused by the work and workers moving around the site. The contractor shall maintain site fencing in good order during the time needed to complete the work, along with gates, barricades, caution signage, and other measures as needed to protect park users and others.

6.11 RECORD DOCUMENTS:

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Test Records, Field Orders, and written interpretations and clarifications (issued pursuant to Paragraph 9.04) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Submittals shall be available to Landscape Architect/Engineer for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to Landscape Architect/Engineer for Owner.

B. Receipt and acceptance of record documents will be a prerequisite for final payment on the Contract.

6.12 SAFETY AND PROTECTION:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Work and other persons and organizations who may be affected thereby;
2. All the Work and Materials and Equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. The work site is located within an active public park. Contractor shall take precautions to protect the public from possible dangers involved in the work including maintain signage warning park users to stay out of construction areas.

C. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in Paragraph 6.12A.2 or 6.12A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Landscape Architect/Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.09A that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

D. Contractor shall designate a responsible representative at the Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner and Engineer.

6.13 EMERGENCIES:

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Landscape Architect/Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Landscape Architect/Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused

thereby. If Landscape Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued to document the consequences of the changes or variations.

6.14 SUBMITTALS:

A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Landscape Architect/Engineer for review and acceptance by Landscape Architect/Engineer, in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Landscape Architect/Engineer may require. The data shown on Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Landscape Architect/Engineer to review the information as required.

B. Before submission of each Submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

C. At the time of each submission, Contractor shall give Landscape Architect/Engineer specific written notice of each variation that the Submittal may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to Landscape Architect/Engineer for review and approval of each such variation.

D. Landscape Architect/Engineer will review Submittals with reasonable promptness, but Landscape Architect/Engineer's review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Landscape Architect/Engineer and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Landscape Architect/Engineer on previous Submittals.

E. Landscape Architect/Engineer's review and acceptance of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. Contractor shall in writing call Landscape Architect/ Engineer's attention to each and every variation at the time of submission. Engineer will show approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Acceptance by Landscape

Architect/Engineer shall not relieve Contractor from responsibility for errors or omissions in the Submittals.

F. Where a Submittal is required by the Specifications, any related Work performed prior to Landscape Architect/Engineer's review and acceptance of the pertinent submission will be at risk by the Contractor. The Landscape Architect/Engineer may reject such prematurely installed work/equipment, or accept the work/equipment and reduce the monetary value of such work if deemed inferior in any manner.

6.15 CONTINUING THE WORK:

A. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Engineer or Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.03 or as Contractor and Owner may otherwise agree in writing.

6.16 INDEMNIFICATION:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Landscape Architect, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:
   1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
   2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

B. In any and all claims against Owner or Engineer or Landscape Architect or any of their consultants, agents, or employees by any employee of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation (Seer Paragraph 6.16A) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The obligations of Contractor under Paragraph 6.16A shall not extend to the liability of Engineer, Landscape Architect, Engineer's Consultants, agents, or employees arising out of:
   1. The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications.

2. The giving of or the failure to give communications by Engineer, their agents, or employees provided such giving or failure to give is the primary cause of injury or damage.

D. If necessary for enforcement of any indemnification and hold harmless requirement herein, or if applicable law requires the Contractor to obtain specified limits of insurance to insure any indemnity obligation; then Contractor shall obtain such applicable coverage with minimum limits not less than any specified in Paragraph 5.02B herein, the cost to be recovered and included in the Contract Price, and any indemnity attributable to the negligence of any indemnified party shall be limited to such insurance.:

E. Contractor shall indemnify and hold harmless Owner, Landscape Architect, Engineer, Engineer's Consultants, and the officers, directors, partners, owners' employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:

1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

In any and all claims against Owner or Engineer or Landscape Architect or any of their agents, or employees by any employee of Contractor, any Subcontractor, any person.

ARTICLE 7 - OTHER WORK

7.01 RELATED WORK AT SITE:

A. Owner may perform other work related to the Project at the Site by Owner's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs; Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several

parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner or Owner, Contractor shall inspect and promptly report to Landscape Architect/Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

7.02 COORDINATION:

A. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the General Requirements, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 COMMUNICATIONS:

A. Owner shall issue all communications to Contractor through designated Landscape Architect/Engineer.

8.02 CHANGE OF ENGINEER OR LANDSCAPE ARCHITECT :

A. In case of termination of the employment of Landscape Architect/Engineer, Owner shall appoint an Landscape Architect/engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Landscape Architect/Engineer. Any dispute in connection with such appointment shall be addressed as discussed in Article 16.

8.03 REQUIRED DATA:

A. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.04A and 14.09A.

8.04 LANDS AND EASEMENTS:

A. See other areas.

8.05 INSURANCE:

A. Owner's responsibilities in respect of purchasing and maintaining insurance are set forth in Paragraph 5.02.

8.06 CHANGE ORDERS:

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.01.

8.07 INSPECTIONS AND TESTS:

A. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.03B. Additional inspections are not limited.

8.08 STOPPING THE WORK:

A. In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.06 and 15.02. Paragraph 15.02A deals with Owner's right to terminate services of Contractor under certain circumstances.

8.09 LIMITATIONS ON OWNER'S RESPONSIBILITIES:

A. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - LANDSCAPE ARCHITECT/ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S REPRESENTATIVE:

A. Owner shall designate a qualified Landscape Architect or Engineer who will be the Owner's primary representative during the construction period. The duties and responsibilities and the limitations of authority of the Landscape Architect or Engineer as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Landscape Architect or Engineer.

9.02 VISITS TO SITE:

A. Landscape Architect/Engineer will make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Landscape Architect/Engineer will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work. Landscape Architect/Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-Site observations as an experienced and qualified design professional, Landscape Architect/Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

9.03 PROJECT REPRESENTATION:

A. Landscape Architect/Engineer may furnish Resident Project Representative and assistants to assist Owner and Engineer in observing the performance of the Work.
   1. Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to Landscape Architect/Engineer at their email addresses or city offices.

2. Communications pertaining to day-to-day operations at the Site shall be directed to Resident Project Representative.
3. Resident Project Representative, city inspectors, and their assistants will conduct observations of the Work in progress to assist Landscape Architect/Engineer in determining that the Work is proceeding in accordance with the Contract Documents.
4. Resident Project Representative and City Inspectors will not have authority to permit any deviation from the Contract Documents, except with concurrence of Owner and Landscape Architect/Engineer.

9.04 CLARIFICATIONS AND INTERPRETATIONS:

A. Landscape Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as Landscape Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 11 or Article 12.

9.05 AUTHORIZED VARIATIONS IN WORK:

A. Landscape Architect/Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner, and also on Contractor who shall perform the Work involved promptly.

9.06 REJECTING DEFECTIVE WORK:

A. Landscape Architect/Engineer will have authority to disapprove or reject Work which Landscape Architect/Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.05B, whether or not the Work is fabricated, installed, or completed.

B. Resident Project Representative will have authority, subject to final decision of Landscape Architect/Engineer, to disapprove or reject any defective workmanship, Equipment, or Material.

9.07 SUBMITTALS, CHANGE ORDERS, AND PAYMENTS:

A. In connection with Landscape Architect/Engineer's responsibility for Submittals, see Paragraph 6.14.

B. In connection with Landscape Architect/Engineer's responsibilities as to Change Orders, see Articles 10, 11, and 12.

C. In connection with Landscape Architect/Engineer's responsibilities in respect of Applications for Payment, see Article 14.

9.08 DETERMINATIONS FOR UNIT PRICES:

A. Engineer/Landscape Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon to the Owner. Engineer will provide approval by recommendation of an Application for Payment to the Owner or return Application to Engineer for further review.

B. Engineer/Landscape Architect's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Engineer written notice of intention to appeal such a decision.

9.09 DECISIONS ON DISPUTES:

A. Landscape Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Landscape Architect/Engineer in writing with a request for a formal decision in accordance with this Paragraph, which Landscape Architect/Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter will be delivered by the claimant to Landscape Architect/Engineer and the other party to the Agreement promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto, and written supporting data shall be delivered to Landscape Architect/Engineer and the other party within 60 days after such occurrence unless Landscape Architect/Engineer allows an additional period of time to ascertain more accurate data in support of the claim. Owner may request written review by Landscape Architect/Engineer of claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

B. When functioning as interpreter and judge under Paragraphs 9.08 and 9.09A, Landscape Architect/Engineer will not show partiality to Owner or Contractor and Landscape Architect/Engineer will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Landscape Architect/Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

9.10 LIMITATIONS ON LANDSCAPE ARCHITECT/ENGINEER'S RESPONSIBILITIES:

A. Neither Landscape Architect/Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Landscape Architect/Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Landscape Architect/Engineer to Contractor,

any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

B. Whenever in the Contract Documents the terms "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Landscape Architect/Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Landscape Architect/Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.10C or 9.10D.

C. Landscape Architect/Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work or lack of safety precautions taken to protect workers, other agents, and the public. Landscape Architect/Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

D. Landscape Architect/Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

E. The presence or absence of Landscape Architect/Engineer, or any of their representatives will not act to relieve Contractor of any responsibility or of any guarantee of his performance. Neither will observation by Landscape Architect/Engineer, or any of their representatives in any way be understood to relieve Contractor of any responsibility for proper supervision of the Work at all times.

F. Review by Landscape Architect/Engineer of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.08A and other areas of these documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

G. The limitations upon authority and responsibility set forth in this Paragraph 9.10 shall also apply to Landscape Architect/Engineer's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK

10.01 GENERAL:

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work

Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or a shortening of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or 12.

C. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in Paragraphs 3.02A and 3.02C, except in the case of an emergency as provided in Paragraph 6.13 and except in the case of uncovering Work as provided in Paragraph 13.05B.

D. Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:

1. Changes in the Work which are ordered by Owner pursuant to Paragraph 10.01A, are required because of acceptance of defective Work under Paragraph 13.09 or correcting defective Work under Paragraph 13.10, or are agreed to by the parties;
2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Landscape Architect/Engineer pursuant to Paragraph 9.09A, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.15.

E. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.01 GENERAL:

A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

B. The Contract Price may only be changed by a Change Order or a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Landscape Architect/Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of

the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by Landscape Architect/Engineer in accordance with Paragraph 9.09A if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.01B.

C. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
   1. Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of Unit Prices to the quantities of the items involved (subject to the provisions of Paragraphs 11.05A through 11.05C, inclusive).
   2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.03A.2.a.
   3. On the basis of the Cost of the Work (determined as provided in Paragraphs 11.02A and 11.02B) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraphs 11.03A and 11.03B). Note that work or portions of work that is remedial in nature due to Contractor's actions may not be subject to profit.
   4. For 2 and 3 above, the allowance for overhead and profit shall mean:
      a) A total maximum of fifteen percent (15%) for Work performed directly by the General Contractor's own forces.
      b) A maximum of ten percent (10%) to the Sub-subcontractor(s), plus up to an additional five percent (5%) to the General Contractor, for work performed by a Sub-subcontractor(s).

11.02 COST OF THE WORK:

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.02B.
   1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the Site. The expenses of performing

Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all Equipment and Materials furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    b. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
    c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    d. Sales, consumer, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
    f. Losses and damages not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of Contractor, any Subcontractor,

or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Paragraph 11.03A.2.

g. The cost of utilities, fuel, and sanitary facilities at the Site.
h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
i. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with Paragraph 5.02D.4.

B. The term Cost of the Work shall not include any of the following:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.02A.1 or specifically covered by Paragraph 11.02A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work, and charges against Contractor for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.02A.5.i above).
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.02A.

11.03 CONTRACTOR'S FEE:

A. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:
   1. A mutually acceptable fixed fee; or if none can be agreed upon,
   2. A fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 11.02A.1 and 11.02A.2, the Contractor's Fee shall be a maximum of 10%(negotiable with Owner);
      b. For costs incurred under Paragraph 11.02A.3, the Contractor's Fee shall be 5%; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be 10%(negotiable with Owner);
      c. Where one or more tiers of subcontracts are on the basis of the Cost of the Work Plus a Fee and no fixed fee is agreed upon, the intent of Paragraphs 11.03A and 11.02A.1 through A.3 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by such Subcontractor under Paragraphs 11.02A.1 and 11.02A.2.
      d. No fee shall be payable on the basis of costs itemized under Paragraph 11.02A.4, 11.02A.5 and 11.02B;
      e. The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to 10% of the net decrease; and
      f. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with Paragraphs 11.03A.2.a through 11.03A.2.d, inclusive.

B. Whenever the cost of any Work is to be determined pursuant to Paragraph 11.02A or 11.02B, Contractor will submit in form acceptable to Landscape Architect/Engineer an itemized cost breakdown together with supporting data.

11.04 CASH ALLOWANCES:

A. Not applicable.

11.05 UNIT PRICE WORK:

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with Paragraph 9.08.

B. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover all materials, sales taxes, labor, Contractor's overhead and profit and incidentals for each separately identified item.

C. Where the quantity of any item of Unit Price Work performed by Contractor exceeds the estimated quantity of such item indicated in the Agreement by twenty-five percent or more and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

11.06 RIGHT OF AUDIT:

A. Owner shall have the right to inspect and audit all of Contractor's books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating to the Work, and Contractor shall preserve all such records and supporting documentation for a period of three years after date of Final Payment. Contractor hereby grants to Owner the authority to enter Contractor's premises for the purpose of inspection of such records and supporting documentation or, at Contractor's option, Contractor may make such records and supporting documentation available to Owner at a location satisfactory to Owner.

B. All of the records and supporting documentation shall be open to inspection and subject to audit and reproduction by Owner or its authorized representative for any and all purposes, including but not limited to (i) compliance with the Contract Documents; (ii) proper pricing of Change Orders; and (iii) claims submitted by or against Contractor or any Subcontractor or Supplier in connection with any performance under the Contract Documents.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.01 GENERAL:

A. The Contract Times may only be changed by a Change Order or a Written Amendment. Contractor, in undertaking to complete the Work within the Contract Times, shall take into consideration and make allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing equipment or materials or workmen or otherwise.

B. Adjustments to the Contract Times will be made for delays in completion of the Work from causes beyond Contractor's control, including the following:
   1. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
   2. Unusual delay in fabrication or shipment of Equipment or Materials required in the Work, whether ordered by Contractor or furnished by Owner or others under separate contract.
   3. Strikes and other labor disputes.
   4. Delays caused by court proceedings.
   5. Change Orders.
   6. Neglect, delay, or default of any other contractor employed by Owner.
   7. Unusual construction delays resulting from weather conditions abnormal to the geographical area and to the season of the year such as above normal

continuous days of precipitation, above normal amount of precipitation within a 24 hour period, or above normal days of extreme cold or hot temperature conditions affecting installation / application due to manufacturers or specifications limitations. These conditions will not be cause for extensions of time if abnormal weather conditions do not affect the stage of construction. All claims for extension of time due to abnormal weather conditions must be substantiated with evidence from a weather bureau or other authoritative source. Weather conditions normal to the geographical area and to the season of the year shall be taken into consideration in the Proposal. Normal conditions shall be defined as the average number of days, amounts, or both over a 5-year period averaged per season.

8. Conflicts, errors or discrepancies in the Contract Documents reported to Engineer as provided in these General Conditions.

C. Owner shall award extensions of the Contract Times on account of such causes of delay, provided that adequate evidence is presented to enable Engineer to determine with exactness the extent and duration of delay for each item involved.

D. No extension to the Contract Times will be granted for delays involving only portions of the Work, or which do not directly affect the time required for completion of the entire Work.

E. Any claim for an extension to the Contract Times shall be delivered in writing to Owner and Landscape Architect/Engineer within ten days of the occurrence of the event giving rise to the claim. All claims for adjustment to the Contract Times will be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change to the Contract Times resulting from any such claim will be incorporated in a Change Order or a Written Amendment.

F. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 WARRANTY AND GUARANTEE:

A. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

B. No provision in the Contract Documents nor any specified guarantee time limit shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the Law.

C. All Equipment and Materials furnished by Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to Landscape Architect/Engineer with other Submittals. Landscape Architect/Engineer will transmit such guarantees to Owner for review.

13.02 ACCESS TO THE WORK:

A. Landscape Architect/Engineer and Engineer's representatives, other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide proper and safe conditions for such access.

13.03 TESTS AND INSPECTIONS:

A. Contractor shall give Landscape Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
   1. for inspections, tests, or approvals covered by Paragraphs 13.03C and 13.03D below;
   2. that costs incurred in connections with tests or inspections conducted pursuant to Paragraph 13.05B shall be paid as provided in said Paragraph 13.05B; and
   3. as otherwise specifically provided in the Contract Documents.
   4. The costs of retest required due to failure of initial tests will be the responsibility of the contractor.

C. Not used.

D. Not used.

E. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Landscape Architect/Engineer if so specified).

F. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Landscape Architect/Engineer, it must, if requested by Landscape Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Landscape Architect/Engineer timely notice of Contractor's intention to cover the same and Landscape Architect/Engineer has not acted with reasonable promptness in response to such notice.

G. Neither observations by Landscape Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

13.04 DEFECTIVE WORK:

A. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents. Concrete work that does not have clean lines following the geometry as shown on the construction drawings is an example of work that would be defective.

B. Any defective Work may be disapproved or rejected by Landscape Architect/ Engineer at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.

C. Prompt notice will be given by Engineer to Contractor of defects as they become evident.

13.05 UNCOVERING WORK:

A. If any Work is covered contrary to the written request of Landscape Architect/Engineer, it shall, if requested, be uncovered for Landscape Architect/Engineer's observation and replaced at Contractor's expense. Drainage pipe and formwork are to be reviewed by the Landscape Architect/Engineer before covering.

B. If Landscape Architect/Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Landscape Architect/Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Landscape Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

13.06 OWNER MAY STOP THE WORK:

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

13.07 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

A. If required by Landscape Architect/Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Landscape Architect/Engineer, remove it from the Site and replace it with nondefective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

13.08 TWO-YEAR WARRANTY AND CORRECTION PERIOD:

A. If within two years after the Date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of Equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment. This is not to limit required longer warranties on play equipment, interactive fountain, site furnishings, pavilion, and other work.

13.09 ACCEPTANCE OF DEFECTIVE WORK:

A. If, instead of requiring correction or removal and replacement of defective Work, Owner and, prior to Landscape Architect/Engineer's recommendation of final payment, also Landscape Architect/Engineer prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Landscape Architect/Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.10 OWNER MAY CORRECT DEFECTIVE WORK:

A. If Contractor fails within a reasonable time after written notice of Landscape Architect/Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Landscape Architect/Engineer in accordance with Paragraph 13.07, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously.

B. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the

Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment, and machinery at the Site and incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.

C. Contractor shall allow Owner, Owner's representatives, agents, and employees such access to the Site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph.

D. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Landscape Architect/Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, landscape architects, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

E. Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 SCHEDULE OF VALUES:

A. The schedule of values including lump sums established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 APPLICATION FOR PROGRESS PAYMENT:

A. Not later than the 15th day of each month, or on the next business day thereafter, (but not more often than once a month), Contractor shall submit to Landscape Architect/Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

B. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

C. If payment is requested on the basis of Equipment and Materials not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the Equipment and Materials free and clear of all liens, charges, security interests, and encumbrances

(which are hereinafter in these General Conditions referred to as "Liens") and evidence that the Equipment and Materials are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

D. The amount of retainage with respect to progress payments will be as stipulated in Paragraph 14.04G.

14.03 CONTRACTOR'S WARRANTY OF TITLE:

A. Contractor warrants and guarantees that title to all Work, Materials, and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

A. Landscape Architect/Engineer will, within seven days after receipt of each Application For Payment, either indicate in writing a recommendation of payment and present the Application to Owner (subject to the provisions of the last sentence of Paragraph 14.04D), or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. After the required internal reviews and processing by the Owner, the Owner will diligently proceed to make payment to the Contractor, in accordance with the approved payment request, within 30 days. All efforts will be made to make payments within the 30 day period, but the Owner cannot guarantee the 30 days maximum time.

B. Landscape Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Landscape Architect/ Engineer to Owner, based on Landscape Architect/Engineer's on-Site observations of the Work in progress as experienced and qualified design professionals and on Landscape Architect/Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Landscape Architect/ Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.08, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, Landscape Architect/Engineer will not thereby be deemed to have represented that exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents, or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or Owner to withhold payment to Contractor.

C. Landscape Architect/Engineer's recommendation of final payment will constitute an additional representation by Engineer to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.09 have been fulfilled.

D. Landscape Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Landscape Architect/Engineer's opinion, it would be incorrect to make such representations to Owner. Landscape Architect/Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement.
2. Written claims have been made against Owner or Liens have been filed in connection with the Work.
3. The Contract Price has been reduced by Written Amendment or Change Order
4. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.10,
5. Of Landscape Architect/Engineer's 'actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02B.
6. Of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents.
7. Contractor's failure to make payment to Subcontractors, or for labor, Materials, or Equipment, or
8. Landscape Architect/Engineer shall not certify payments requesting more than eighty (80) percent of the Contract amount until such time as all operation, maintenance, repair, and replacement manuals, and product data has been furnished by the Contractor to the Owner.

E. Owner may refuse to make payment of the full amount recommended by Landscape Architect/Engineer because claims have been made against Owner on account of Contractor's performance of furnishing of the Work, or Liens have been filed in connection with the Work, or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.

F. When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.

G. Progress payments will be in the amount of 95% of the amount of the Work completed and 100% of Equipment and Materials suitably stored and documented as indicated on the Application for Payment less the sum of all previous payments.

14.05 SUBSTANTIAL COMPLETION:

A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Landscape Architect/Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete, and their incompleteness not sufficient to prevent intended use of the work) and request that Engineer issue a certificate of Substantial Completion.

B. Within a reasonable time thereafter, Contractor, and Landscape Architect/Engineer shall make an inspection of the Work to determine the status of completion. If Landscape Architect/Engineer does not consider the Work substantially complete, Landscape Architect/Engineer will notify Contractor in writing giving his reasons therefor. If Landscape Architect/Engineer considers the Work substantially

complete, Landscape Architect/Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which will fix the Date of Substantial Completion. There shall be attached to the certificate a tentative list of items (punch list with estimated values) to be completed or corrected before final payment.

C. Not used

D. Not used

E. Unless Owner and Contractor agree otherwise in writing and so inform Landscape Architect/Engineer prior to Landscape Architect/ Engineer's issuing the definitive certificate of Substantial Completion, Landscape Architect/Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

F. Owner shall have the right to exclude Contractor from the Work after the Date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.06 PARTIAL UTILIZATION:

A. Not used.

14.07 FINAL INSPECTION:

A. Upon written notice from Contractor that the Work or an agreed portion thereof is complete, Landscape Architect/Engineer will make a final inspection with Owner, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.08 FINAL APPLICATION FOR PAYMENT:

A. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents as required by the Contract Documents, and after Landscape Architect/ Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.11), Contractor may make application for final payment following the procedure for progress payments.

B. The final Application for Payment shall be accompanied by all documentation (including but not limited to written warranties, manuals, operating instructions, maintenance kits, as builts) called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a Lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

14.09 FINAL PAYMENT AND ACCEPTANCE:

A. If, on the basis of Landscape Architect/Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Landscape Architect/Engineer will, within fourteen days after receipt of the final Application for Payment, indicate in writing Landscape Architect/Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon, Landscape Architect/Engineer will give written notice to Owner and Contractor that the Work is acceptable (subject to the provisions of Paragraph 14.11). Otherwise, Landscape Architect/Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to Owner of the Application and accompanying documentation, in appropriate form and substance, and with Landscape Architect/Engineer's recommendation and notice of acceptability, the amount recommended by Landscape Architect/Engineer will become due and will be paid by Owner to Contractor.

B. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Landscape Architect/Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Landscape Architect/Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. The written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Landscape Architect/Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

C. The Final Pay Estimate will include all sums remaining to be paid.

14.10 CONTRACTOR'S CONTINUING OBLIGATION:

A. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Landscape Architect/Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of a notice of acceptability by Landscape Architect/Engineer pursuant to Paragraph 14.09, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents (except as provided in Paragraph 14.11).

14.11 WAIVER OF CLAIMS: The making and acceptance of final payment will constitute:

A. A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Paragraph 14.07, or from failure to comply with the Contract Documents or the terms

of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and

B. A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

14.12 INTEREST: NOT APPLICABLE.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER MAY SUSPEND WORK:

A. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor, and Landscape Architect/Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if Contractor makes an approved claim therefor as provided in Articles 11 and 12.

15.02 OWNER MAY TERMINATE:

A. Upon the occurrence of any one or more of the following events:
1. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state Law in effect at such time relating to the bankruptcy or insolvency;
2. If a petition is filed against Contractor under any chapter of the bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state Law in effect at the time relating to bankruptcy or insolvency;
3. If Contractor makes a general assignment for the benefit of creditors;
4. If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
5. If Contractor admits in writing an inability to pay its debts generally as they become due;
6. If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable Equipment or Materials or failure to adhere to the progress schedule established under Paragraph 2.07 as revised from time to time);
7. If Contractor disregards Laws or Regulations of any public body having jurisdiction;
8. If Contractor disregards the authority of Landscape Architect/Engineer; or

9. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

B. Owner may, after giving Contractor (and the surety, if there be one) ten days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the Site and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs of completing the Work (including but not limited to fees and charges of engineers, landscape architects, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Landscape Architect/Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to Contractor by Owner will not release Contractor from liability.

D. Upon ten days' written notice to Contractor and Landscape Architect/Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect, and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs).

15.03 CONTRACTOR MAY STOP WORK OR TERMINATE:

A. If, through no act or fault of Contractor, the Work is suspended for a period of more than 100 days by Owner or under an order of court or other public authority, or Landscape Architect/Engineer fails to act on any Application for Payment within 40 days after it is submitted, or Owner fails for 40 days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten days' written notice to Owner and Landscape Architect/Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Landscape Architect/Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon ten days' written notice to Owner and Landscape Architect/Engineer stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.01 RESOLUTION OF CLAIMS AND DISPUTES

A. Contractor's claims against Owner will be reviewed by Landscape Architect/Engineer, who shall take one or more of the following actions within ten (10) days after receipt of a claim:
   1. Request additional supporting data from the claimant;
   2. Submit a schedule to Contractor indicating reasonable time within which Landscape Architect/Engineer expects to take action;
   3. Reject the Claim in whole or in part, stating reasons for rejection;
   4. Recommend approval of the claim; or
   5. Suggest a compromise.

B. Owner's claims against Contractor will be reviewed by Contractor who shall take one or more of the following actions within ten (10) days after receipt of the Claim:
   1. Request additional supporting data from Landscape Architect/Engineer;
   2. Submit a schedule to the Landscape Architect/Engineer indicating a reasonable time within which Contractor expects to take action;
   3. Deny the claim in whole or in part, stating reasons for denial;
   4. Recommend approval of the claim; or
   5. Suggest a compromise.

C. If a claim has been resolved, the Owner will prepare or obtain appropriate documentation.

D. If a claim has been denied or if no action has been taken in the manner provided in Paragraphs 16.01A or 16.01B, then the claimant, within ten (10) days thereafter, may notify the Owner, the other party, and Contractor's surety that Landscape Architect/Engineer and Contractor have been unable to resolve the claim. In that event, the Owner, pursuant to Paragraph 16.01E shall review the claim and make a decision on the claim.

E. If a claim is presented to the Owner, then the Owner shall review the claim and make a decision within fourteen (14) days.

F. Disputes that cannot be settled through negotiation or the procedures in Paragraphs 16.01A through 16.01E above, shall be settled as mutually agreed or in a court of competent jurisdiction within the State of Arkansas.

G. Arbitration shall not be used in the settlement of disputes.

ARTICLE 17 - MISCELLANEOUS

17.01 GIVING NOTICE:

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 COMPUTATION OF TIME:

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the Law of the applicable jurisdiction, such day will be omitted from the computation.

B. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

17.03 CLAIMS, CUMULATIVE REMEDIES:

A. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.16A, 13.01, 13.08, 13.10, 14.03, and 15.02A and all of the rights and remedies available to Owner and Landscape Architect/Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

END OF GENERAL CONDITIONS DOCUMENT 00700

Gully Park Play Equipment Specifications

NOTE – Gulley Park has several different manufactures of equipment specified and each piece of equipment specified is to set the quality and functionality standards for that piece and as a template for minimum requirements. All play equipment manufacturers / contractors submitting proposals for this project must meet or exceed the minimum requirements listed below. Manufacture's installation instructions are to be considered as part of these specifications. Additional information is in the drawings.

PRIOR APPROVED EQUALS: Play Equipment, site furnishings, interactive fountain components or other furnishings or materials specified in these documents set the minimum quality for this project. Those wishing to submit other equipment for consideration as "an equal" must do so within the allowable times and must have all information necessary to evaluate the proposed substitutions included in the substitution request. Failure to submit substitutions timely or with enough information to evaluate the substitution is reason for rejection. If a piece of equipment is substituted as equal, any additional costs required by that substitution, such as an increased fall height requiring deeper fall surfacing, is the responsibility of the contractor.

QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum 5-years experience manufacturing similar products. For metal playground equipment manufacture shall be IPEMA Certified ASTM F1487.

B. Installer Qualifications: Minimum 2 year experience installing similar products. Playground Equipment installer shall be versed in requirements necessary to install a playground, including equipment and safety surfacing, meeting all relevant safety standards.

C. All play equipment/structures and safety surfacing shall be certified and validated to be in conformance with the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment For Public Use and ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment and CPSC Public Playground Safety Handbook Consumer Product Safety Commission.

D. All Safety Surfacing shall be tested under ASTM F1292 after installation to insure that surfacing meets or exceeds designated and/or required fall heights and certified by the contractor.

E. To the best of manufacturer's belief and knowledge play structures conform to the U.S. Consumer Products Safety Commission (CPSC) Guidelines.

F. Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for playground equipment designated as accessible

G. The contractor is responsible for ensuring the playground equipment and safety surfacing is installed meeting relevant standards such as American Society for Testing and Materials F1487, ASTM F1292, F2479, and ASTM F1951 and CPSC Public Playground Safety Handbook. Playground equipment installers must be experienced installers who have specialized in installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to the manufacturer of the playground equipment being installed. Before construction begins, Installers shall submit qualifications, project history, and references, and other information needed to prove they are qualified to install playground equipment. Certifications through methods below should be proved: IPSI/CPSI Certified, NPCAI Playground Construction School or Playground manufacturer factory trained.

1.2 MINIMUM WARRANTIES

A. Manufacturer warrants that all play structures and/or equipment installed will conform in kind and in quality to the specifications manual for the products identified in these construction documents and will be free of defects in manufacturing and material. Manufacturer further warrants:
   1. Minimum of 25-Year Limited Warranty: On all aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on steel posts against structural failure due to material or manufacturing defects.
   2. Minimum of 15-Year Limited Warranty: On all, all plastic components, all aluminum and steel components not covered above, against structural failure due to material or manufacturing defects.
   3. Minimum of 10-Year Limited Warranty: On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.
   4. Minimum of 3-Year Limited Warranty: On all other parts, i.e. all swing seats and hangers, Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.
   5. Warranties do not need to cover any cosmetic issues from wear and tear from normal use.

1.3 EXTRA MATERIALS

A. Maintenance Kit: A maintenance kit shall be provided for each Play Structure. The kit will include a maintenance document with installation instructions, parts list, recommendations on how often to inspect, what to look for and what to do to keep the equipment safe and in like-new condition. The kit also shall include appropriate color touch-up paint and additional installation tools for the tamperproof fasteners and additional common fasteners.

General Installation Notes:

A. General: Note conditions on drawings. Notes on drawings set minimums. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated on the drawings. Anchor playground equipment securely, positioned at locations and elevations indicated on Drawings and to work with safety surfacing. Much of the playground equipment is accessible and flush transitions are required between surfaces.

B. Maximum Equipment Height: Coordinate installed heights of equipment and components with installation of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment. Note that minimum thickness of safety surfaces is detailed in the drawings. Do not install surfacing less then these thicknesses even if the surfacing exceeds the required fall heights. Contractor responsible for installing thicker safety surfaces if required to meet the fall height requirements of the playground equipment installed at no additional costs to owner. Contractor to ensure that all playground safety surfacing meets or exceeds ASTM F1292 requirements.

C. Play Equipment Mounting – Footers for play equipment and the pavilion will be per manufacture’s recommendations. In no case will exposed footers be allowed. See drawings for additional information on design intent and safety surfacing. Play equipment shall have a manufactures indication of where the top of safety surfacing should be located visible on the playground equipment.

D. Play Equipment Adjustment – Movable play equipment components shall be adjusted to operate smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, through entire operational range and for sustained use.

E. Cleaning – After completing playground and other equipment installation, inspect components, remove spots, dirt, debris. Repair damaged finishes to match original finish or replace component. Ensure cleaning is maintained till substantial completion.

F. Materials - : All materials shall be structurally sound and suitable for safe play and public park use. Materials thickness and strengths shall be high quality for a heavily used public park environment. Durability shall be ensured on all materials such as steel parts by the use of time-tested coatings such as zinc plating, galvanizing, or use of stainless steel. Colors shall be as specified or selected from the manufacture's standard colors.

G. Fasteners - Primary fasteners on play equipment shall be tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for tamperproof fasteners.

H. Items to have PVC Finish Coating - Metal components to be PVC-coated shall be thoroughly cleaned in a hot phospatising wash system, then primed with a water-based thermosetting solution or equivalent process. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees.

I. Colors for playground equipment will be determined by the Landscape Architect from the manufacture's standard colors. Playground equipment submitted as an equal shall be capable of matching standard colors similar to approved play equipment manufactures.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01110 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section summarizes the Work covered in detail in the complete Contract Documents.

B. Owner: The City of Fayetteville, Arkansas, 113 West Mountain Street, Fayetteville, AR 72701 is contracting for Work described in the Contract Documents.

1. Contract Identification: **Gulley Park Playground and Splash Pad Improvements** (See more information on Sourcewell Contracts with LSI and Poligon)
2. Location: 1850 E. Township Street, Fayetteville, Arkansas.

C. Landscape Architect/Engineer: The Contract Documents were prepared by City of Fayetteville, Arkansas staff Engineers and Landscape Architects.

1.02 PROJECT DESCRIPTION:

The project includes, but is not limited to, construction of an addition to the playground area including demolition, new playground equipment, safety surfacing, pavilion and shade structures, ~~sitting walls~~, concrete sidewalks, a splash pad, games area, ~~bag toss area~~, ~~irrigation, landscaping~~, drainage and other improvements. (See other documents for description of work)

1.03 WORK BY OTHERS:

A. Work Under Other Contracts: See other Sourcewell Contract

B. Work by Owner: Provide sleeve materials and utilities to site as detailed elsewhere.

C. Other Activities: None.

1.04 CONTRACTOR'S USE OF PREMISES:

A. Exclusive Use: During the construction period, Contractor shall have full use of portions of the site as outlined in the construction drawings for execution of the Work. Use of premises is limited only by Owner's right to perform duties and functions as stated in the GENERAL CONDITIONS and in this Section.

1.05 OWNER'S USE OF PREMISES:

A. The owner does not anticipate a need to use the main contractor area (Area around playground inside of the construction fence) except for unforeseen maintenance needs.

1.06 WORK SEQUENCE:

A. General: Construction sequence shall be determined by Contractor subject to Owner's need for continuous operation of existing facilities, and subject to the requirements as indicated or specified. Note the contract has time for submittals and ordering equipment before work begins on the site.

B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present adjacent facilities will not be disrupted. Shutdown of Owner's operating facilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Owner who shall have control over the timing and schedules of such shutdowns.

1.07 PREORDERED EQUIPMENT AND MATERIALS:

None.

1.08 MEASUREMENT AND PAYMENT:

A. Unit Price Contracts: All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the "Unit Price Schedule" in the Agreement. A Unit Price is an amount proposed by Contractor and stated in the Agreement as a price per unit of measurement for materials or services. The unit price includes **all** costs such as, purchasing materials and equipment, labor, installation, taxes, and incidentals associated with the item.

B. Specific Items: Measurement and payment of specific items shall be as specified in each applicable Section of the TECHNICAL SPECIFICATIONS.

1.09 COPIES OF DOCUMENTS:

A. Furnished Copies: After execution of Agreement, Contractor will be furnished at no cost, a maximum of three (3) sets of Contract Documents consisting of full-size Contract Drawings including revised Drawings and the Project Manual, in addition to those used in execution of the Agreement.

B. Additional Copies: Additional copies of above documents will be supplied by Engineer upon request of Contractor and approval of Owner.

1.10 LIST OF DRAWINGS (AND SCHEDULES):

A. Contract Drawings:

1. Each sheet of the Contract Drawings bears the following general title:

GULLEY PARK Playground and Splash Pad Improvements

2. Individual sheet numbers and titles are as stated on the SHEET INDEX page of the Contract Drawings.

1.11 SCHEDULE OF OWNER-SUPPLIED EQUIPMENT AND MATERIALS:

Egg Sculpture – See drawings for tot area.

END OF SECTION 01110

SECTION 01250-CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Minor changes in the Work.
   2. Proposal request.
   3. Work Change Directive.

B. Related Sections:
   1. DOCUMENT 00700 – GENERAL CONDITIONS.
   2. Supplementary Conditions, if any.

1.02 MINOR CHANGES IN THE WORK

A. Landscape Architect / Engineer will advise Contractor of minor changes in Work not involving an adjustment to Contract Price or Contract Times as authorized by the DOCUMENT 00700 – GENERAL CONDITIONS, Subparagraph 9.05 by issuing Field Orders.

1.03 PROPOSAL REQUEST

A. Owner-Initiated Proposal Requests:
   1. LANDSCAPE ARCHITECT / ENGINEER may issue a Proposal Request, including detailed descriptions of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time.
      a. If necessary, the description will include supplemental or revised Drawings and Specifications.
      b. Proposal Requests issued by LANDSCAPE ARCHITECT / ENGINEER are for information only. Do not consider them instructions either to stop Work in progress or to execute the proposed change.
   2. CONTRACTOR shall submit cost proposal, including any request for an extension in Contract Times, within 14 days of receipt of Proposal Request.
   3. In order to facilitate checking of CONTRACTOR's proposals for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials, and Subcontracts. Labor and materials shall be itemized in a manner acceptable to the Landscape Architect / Engineer. Where major cost items are for Subcontracts, they shall be itemized also. Document each proposal for a change in cost or time with sufficient data to support computations, including the following:
      a. Include list of quantities of Products, labor, and equipment required or eliminated and unit costs, with total amount of purchases and credits to be made.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Indicate amounts for insurance and bonds.
      d. Indicate amounts for Contractor's overhead and profit.
      e. Include justification for any change in Contract Time.
      f. Include credit for deletions from Contract, similarity documented.

g. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
   (1) Use available total float before requesting an extension of the Contract Time.

4. On Owner's approval of a proposal request, Landscape Architect / Engineer will issue Change Orders for signatures by Owner and Contractor as provided in the DOCUMENT 00700 – GENERAL CONDITIONS.
   a. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values accordingly.

1.04 WORK CHANGE DIRECTIVE

A. Landscape Architect / Engineer may issue a Work Change Directive, signed by Owner and Landscape Architect / Engineer, including detailed descriptions of changes, and identifying method for determining any change in Contract Price or Contract Time, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Contractor shall promptly execute the change.
   2. Work Change Directives shall be issued on Owner's standard form.

B. Contractor shall maintain detailed records for changes in the Work performed on a time and material basis.
   1. Submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

C. Landscape Architect / Engineer will issue Change Order CONDITIONS.

D. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values for signatures by Owner and Contractor as provided in DOCUMENT 00700 – GENERAL accordingly.

END OF SECTION 01250

SECTION 01270 – UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Submission procedures.
   2. Changes of Contract Sum.
   3. Description of Unit Prices.

B. Related Sections:
   1. DOCUMENT 00500 –AGREEMENT.
   2. DOCUMENT 00700 – GENERAL CONDITIONS.

1.02 SUBMISSION PROCEDURES

A. Include as an Appendix, Unit Prices for Work or materials listed in this Section.
   1. Such Unit Prices shall apply for additions and deletions.
   2. See Article 3.02 for additional information pertaining to lump sum bid and schedule of values.

1.03 CHANGES TO CONTRACT SUM

A. Unit Prices shall constitute full compensation or credit, as the case may be, for the complete provision, fabrication, and installation of each item listed in this Section based solely on Work in place, including all necessary labor, product, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete the Work in place, , and including insurance, sales taxes overhead, profit and supervision.

B. Unit Prices accepted by the Owner and Contractor shall be identified in the Owner-Contractor Agreement.

C. Contractor shall take measurements and compute quantities for which Unit Price items are applicable.
   1. Engineer will verify measurements and quantities.
      a. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as the Engineer requires.
   2. Final payment for Work governed by Unit Prices will be made on the basis of the actual measurements and quantities accepted by the Engineer or Landscape Architect multiplied by the Unit Price for Work which is incorporated in or made necessary by the Work.
   3. Payment will not be made for any of the following:
      a. Products wasted or disposed of in a manner unacceptable to Engineer.
      b. Products which Engineer determines as unacceptable before or after installation.
      c. Product not completely unloaded from the transporting vehicle.
      d. Products installed beyond the lines and levels of the required Work.
      e. Products not installed after completion of Work.
      f. Loading, hauling, and disposing of rejected Products.

1.04 DESCRIPTION OF UNIT PRICES

Measurement and Payment of specific items shall be as specified in each applicable section of the TECHNICAL SPECIFICATIONS.

END OF SECTION 01270

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Schedule of values.
   2. Applications for payment.

B. Related Sections:
   1. DOCUMENT 00700 – GENERAL CONDTIONS.

1.02 APPLICATIONS FOR PAYMENT

A. Format: Document 01290.01 supported by Document 01290.02 or other approved format.
   1. Owner will provide Contractor an electronic copy of Documents 01290.01 and 01290.02. or other mutually aggregable document for working with Sourcewell Contracts.

B. Payment Period: As specified under DOCUMENT 00700 – GENERAL CONDITONS Article 14.

C. Preparation of Applications:
   1. Present required information in typewritten form.
   2. Execute application by signature of authorized officer of Contractor's firm.
   3. Indicate dollar value in each column of each line item for portion of Work completed through the last day of the application period, and for products properly stored in accordance with the Contract Documents through the last day of the previous application period.
   4. Not used.
   5. Complete every entry on form.
   6. Indicate each authorized Change Order as separate items on continuation sheet.
      a. List by appropriate Change Order Number.
      b. Indicate dollar value breakdown of each Change Order by each applicable Project Manual Section.

D. Submittal Procedure:
   1. Comply with DOCUMENT 00700 - GENERAL CONDITIONS Article 14.
   2. Submit 5 copies of each Application for Payment.
   3. Submit an updated Construction Progress Schedule with each Application for Payment.
   4. Submit waivers of mechanics liens from Contractor, Subcontractors, sub-subcontractors, and Material and Equipment Suppliers for amounts certified by Landscape Architect / Engineer for construction period covered by previous application for payment.
      a. Submit on form acceptable to Owner.
   5. Substantiating data:
      a. When Owner or Engineer requires substantiating information to support Contractor's application for payment, submit data justifying dollar amounts which are in question.

b. Provide 1 copy of data with cover letter for each copy of Application for Payment.
   (1) Indicate application number and date.
   (2) List each item in question by continuation sheet identification.

6. Submit application for final payment in accordance with DOCUMENT 00700 – GENERAL CONDITIONS Article 14.

END OF SECTION 01290

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS

PART 1 - GENERAL

1.01 Summary: This Section includes the following administrative and procedural requirements:

A. Project Meetings:
   1. Preconstruction conference.
   2. Progress meetings.

B. Schedules and Reports:
   1. Comply with SECTION 01321 SCHEDULE.

C. Related Work Specified Elsewhere:
   1. For Schedules: SECTION 01321.
   2. For Submittal Requirements: SECTION 01330.

1.02 PROJECT MEETINGS:

A. Preconstruction Conference:
   1. Landscape Architect/Engineer will conduct a meeting within 20 days after the Effective Date of the Agreement, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during performance of the Work.
   2. Preconstruction conference shall be attended by:
      a. Contractor and his superintendent.
      b. Landscape Architect/Engineer and Resident Project Representative if any.
      c. Representative(s) of Owner.
      d. At Landscape Architect/Engineer's option, representatives of principal Subcontractors and Suppliers.
   3. Meeting Agenda:
      a. Construction schedules.
      b. Critical Work sequencing.
      c. Designation of responsible personnel.
      d. Project coordination.
      e. Procedures and Processing of:
         (1) Field decisions.
         (2) Substitutions.
         (3) Submittals.
         (4) Change Orders.
         (5) Applications for Payment.
         (6) Proposal Requests.
         (7) Contract Closeout.
         (8) Requests for Interpretation.
         (9) Field Orders.
         (10) Work Change Directives.
      f. Procedures for testing.
      g. Procedures for maintaining record documents.
      h. Use of Premises:
         (1) Office, work, and storage areas.
         (2) Owner's requirements.

i. Construction facilities, controls, and construction aids.
j. Temporary utilities.
k. Safety.
l. Security.
m. Not used.
n. Not used.
o. Not used.

4. Location of Meeting: At or near the Project Site.
5. Reporting:
   a. Within 7 working days after the meeting, Landscape Architect/Engineer will prepare and distribute minutes of the meeting to Owner and Contractor.
   b. Contractor shall provide copies to Subcontractors and major Suppliers.

B. Progress Meetings:
1. Engineer shall schedule and conduct monthly meetings, or at other intervals as requested by Owner. Representatives of the Landscape Architect/Engineer, Resident Project Representative, and Contractor shall be present at each meeting. With Landscape Architect/Engineer's concurrence, Contractor may request attendance by representatives of Subcontractors, Suppliers, or other entities concerned with current program or involved with planning, coordination, or performance of future activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
   a. Contractor and each Subcontractor represented shall be prepared to discuss the current construction progress report and any anticipated future changes to the schedule.
2. Location of Meetings: At or near Project Site.
3. Reporting:
   a. Within 7 working days after each meeting, Landscape Architect/ Engineer shall prepare and distribute minutes of the meeting to Owner and Contractor.
   b. Contractor shall distribute copies to principle Subcontractors and Suppliers.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01320

SECTION 01321 –SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes procedural requirements for preparation, submittal, and updating of Contractor's construction progress schedules.

B. Related Work:

1. Documents affecting work of this Section include, but are not limited to: General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Section 01290 – Payment Procedures.
3. Section 01320 – Project Meetings, Schedules, and Reports.

1.02 FORMAT

A. Prepare Schedules as a Gantt chart with separate bar for each major portion of Work or operation, identifying first work day of each week.

B. Sequence of Listings: The chronological order of the start of each item of Work.

C. Scale and Spacing: To provide space for notations and revisions.

D. Sheet Size: Minimum multiples of 8-1/2 x 11 inches, preferred 11x17 inches.

1.03 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. The schedule shall clearly indicate the sequence of construction for the various items.

B. Identify work of separate stages and other logically grouped activities.

C. Provide sub-schedules to define critical portions of the entire Schedule.

D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the cut-off date for each monthly pay estimate.

1.04 SUBMITTALS

A. Submit a finalized construction progress schedule within fifteen (15) days after date of Notice of Award or at least one (1) day prior to the pre-construction conference, whichever occurs first. After review, resubmit required revised data within ten (10) days.

B. Submit monthly revisions with each pay estimate.

1.05 REVISIONS TO SCHEDULES

A. Indicate progress of each major activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

C. Not Used.

1.06 DISTRIBUTION

A. Distribute copies of reviewed Schedules to project site file, Subcontractors, suppliers, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Schedules.

END OF SECTION 01321

SECTION 01330 – VERIFICATION SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section pertains to an awarded project and includes includes description and requirements for submittals the contractor will need to have approved:
   1. Submittals types:
      a. Action Submittals
      b. Informational Submittals
      c. Mock Up Submittals

B. Related sections:
   1. 01290 – Payment Procedures.
   2. 01310 – Project Management and Coordination.

1.2 DEFINITIONS

A. Action Submittal: Written and graphic information submitted by Contractor that requires Landscape Architect/Engineer's approval.

B. Informational Submittal: Information submitted by Contractor that does not require Landscape Architect/Engineer's approval.

C. Mock Up Submittals: Contractor built examples of the work to show quality or test items such as finishes and colors. If included in the project, Mock-ups will be clearly defined and called out in the construction documents.

1.3 PROCEDURES

A. Direct Submittals to Landscape Architect/Engineer.

B. Contractor will submit all submittals electronically using the Landscape Architect/Engineer's email addresses. If file sizes are too large contractor will use drop box or other approved method to facilitate the transfer of submittals and related files.

C. Transmittal of Submittal:
   1. Contractor shall:
      a. Review each submittal and check for compliance with Contract Documents.
      b. Stamp each submittal with uniform approval stamp before submitting to Landscape Architect/Engineer.
         1). Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval and statement certifying that submittal has been reviewed, checked, and approved for compliance with Contract Documents.
         2). Landscape Architect/Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
   2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form. A blank Transmittal of Contractor's Submittal form may be provided by Landscape Architect/Engineer.
   3. Identify Each Submittal with the Following:

a. Numbering and Tracking System:
   1) Submittal No. 1090-001, etc.
b. Sequentially number each submittal.
c. Resubmission of submittal shall have original number with sequential alphabetic suffix (ie: Resubmittal No. 1090-001-A).
   1). Specification section and paragraph to which submittal applies.
   2). Project title and Landscape Architect/Engineer's project number.
   3). Date of transmittal.
   4). Names of Contractor, subcontractor or Supplier and Manufacturer as appropriate.

4. Identify and describe each deviation or variation from Contract Documents.

D. Format:
1. Do not base Shop Drawings on reproductions of Contract Documents.
2. Package submittal information by individual Specification section. Do not combine different Specification sections together in submittal package, unless otherwise directed in Specification.
3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
4. Index with labeled tab dividers in orderly manner.

E. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual Specification sections.

F. Processing Time:
1. Time for review shall commence on Landscape Architect/Engineer's receipt of submittal.
2. Landscape Architect/Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 30 days after receipt, unless otherwise specified.
3. Re-submittals will be subject to same review time.
4. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent re-submittals.

G. Re-submittals: Clearly identify each correction or change made.

H. Incomplete Submittals:
1. Landscape Architect/Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
2. When any of the following are missing, submittal will be deemed incomplete:
   a. Contractor's review stamp completed and signed.
   b. Transmittal of Contractor's Submittal completed and signed.
3. Submittals not required by Contract Documents may not be reviewed and may be returned stamped "Not Reviewed."
4. Landscape Architect/Engineer will keep one electronic copy and return one electronic copy to Contractor.

I. Coordination with Project:
1. It is the Contractor's responsibility to coordinate all equipment furnished with project elevations and dimensions and safety surface play requirements. Approval of the submittal does not relieve the Contractor of the responsibility.

2. Contractor shall be responsible for coordinating all project aspects and project changes with all submittals.

1.4 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual Specification sections.

B. Shop Drawings:
   1. Identify and Indicate:
      a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
      b. Equipment and Component Title: Identical to title shown on Drawings.
      c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
      d. Project-specific information drawn accurately to scale.
   2. Manufacturer's standard schematic drawings and diagrams as follows:
      a. Modify to delete information that is not applicable to the Work.
      b. Supplement standard information to provide information specifically applicable to the Work.
   3. Product Data: Provide as specified in individual Specifications.
   4. Foreign Manufacturers: When proposed, include following additional information:
      a. Names and addresses of at least two companies that maintain technical service representatives close to Project.
      b. Complete list of spare parts and accessories for each piece of equipment.

C. Samples:
   1. Copies: One, unless otherwise specified in individual Specifications.
   2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
      a. Manufacturer name.
      b. Model number.
      c. Material.
      d. Sample source.
   3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
   4. Full-size Samples:
      a. Size as indicated in individual Specification section.
      b. Prepared from same materials to be used for the Work.
      c. Cured and finished in manner specified.
      d. Physically identical with product proposed for use.

D. Action Submittal Dispositions: Landscape Architect/Engineer will review, mark, and label/stamp as appropriate, and distribute marked-up copies as noted:
   1. Furnish as Submitted:
      a. Contractor may incorporate product(s) or implement Work covered by submittal.
      b. Distribution
         1). One electronic copy furnished to Resident Project Representative.
         2). One electronic copy retained in Landscape Architect/Engineer's file.
         3). One electronic copy returned to Contractor appropriately annotated.
   2. Furnish as Corrected or Noted:

a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Landscape Architect/Engineer's notations.
b. Distribution:
1). One electronic copy furnished to Resident Project Representative.
2). One electronic copy retained in Landscape Architect/Engineer's file.
3). One electronic copy to Contractor appropriately annotated.

3. Revise and Resubmit:
a. Make corrections or obtain missing portions, and resubmit.
b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Landscape Architect/Engineer's notations.
c. Distribution:
1). One electronic copy furnished to Resident Project Representative.
2). One electronic copy retained in Landscape Architect/Engineer's file.
3). One electronic copy to Contractor appropriately annotated.

4. Rejected:
a. Contractor may not incorporate product(s) or implement Work covered by submittal.
b. Distribution:
1). One electronic copy furnished to Resident Project Representative.
2). One electronic copy retained in Landscape Architect/Engineer's file.
3). One electronic copy returned to Contractor appropriately annotated.

1.5 INFORMATIONAL SUBMITTALS

A. General:
1. Refer to individual Specification sections for specific submittal requirements.
2. Landscape Architect/Engineer will review each submittal. If submittal meets conditions of the Contract, Landscape Architect/Engineer will forward electronic copies to appropriate parties. If Landscape Architect/Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Landscape Architect/Engineer will retain one electronic copy and return one electronic copy with review comments to Contractor, and require that submittal be corrected and resubmitted.
3. Installer: Prepare written statements on Manufacturer's letterhead certifying that installer complies with requirements as specified in individual Specification sections.
4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual Specification sections.

B. Contractor-Design Data:
1. Written and graphic information.
2. List of assumptions.
3. List of performance and design criteria.
4. Summary of loads or load diagram, if applicable.
5. Calculations.
6. List of applicable codes and regulations.
7. Name and version of software.
8. Information requested in individual Specification section.

C. Manufacturer's Instructions: Written or published information that documents Manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.

D. Special Guarantee: Supplier's written guarantee as required in individual Specification sections.

E. Test and Inspection Reports:
   1. General: Shall contain signature of person responsible for test or report.
   2. Factory:
      a. Identification of product and Specification section, type of inspection or test with referenced standard or code.
      b. Date of test, Project title and number, and name and signature of authorized person.
      c. Test results.
      d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
      e. Provide interpretation of test results, when requested by Landscape Architect/Engineer.
      f. Other items as identified in individual Specification sections, some
   3. Field: As a minimum, include the following:
      a. Project title and number.
      b. Date and time.
      c. Record of temperature and weather conditions.
      d. Identification of product and Specification section.
      e. Type and location of test, Sample, or inspection, including referenced standard or code.
      f. Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
      g. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
      h. Provide interpretation of test results, when requested by Landscape Architect/Engineer.
      i. Other items as identified in individual Specification sections.

END OF SECTION 01330

SECTION 01420 – DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 SUMMARY:

A. Definitions:
   1. Basic contract definitions used in the Contract Documents are defined in the GENERAL CONDITIONS. Definitions and explanations are not necessarily either complete or exclusive, but are general for the Work.
   2. General Requirements are the provisions or requirements of DIVISION 1 Sections, and which apply to the entire Work of the Contract.

B. Related Information Specified Elsewhere: Specification standards and associations applicable to the Work are specified in each Section and on the drawings.

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATIONS:

A. Not Used.

B. Specification Content:
   1. These Specifications apply certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
      a. Imperative and Streamlined Language: These Specifications are written in imperative and abbreviated form. This imperative language of the technical Sections is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall," "the Contractor shall," and "shall be," and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words "shall be" shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated imperatively or otherwise.
      b. Specifying Methods: The techniques or methods of specifying requirements varies throughout text, and may include "prescriptive," "compliance with standards," "performance," "proprietary," or a combination of these. The method used for specifying one unit of Work has no bearing on requirements for another unit of Work.
      c. Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, notify Landscape Architect/Engineer for a written decision.
      d. Abbreviations: Throughout the Contract Documents are abbreviations implying words and meanings which shall be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology and in conjunction with coordination of Specification requirements with notations on Drawings and in schedules. These are normally defined at first instance of use. Organizational and association names and titles of general standards are also abbreviated.

C. Assignment of Specialists: In certain instances, Specification text requires that specific Work be assigned to specialists in the operations to be performed. These specialists shall be engaged for performance of those units of Work, and assignments are requirements over which Contractor has no choice or option. These assignments shall not be confused with, and are not intended to interfere with, enforcement of building codes and similar regulations governing the Work, local trade and union jurisdictions, and similar conventions. Nevertheless, final responsibility for fulfillment of Contract requirements remains with Contractor.

D. Not used.

1.03 DRAWING SYMBOLS:

A. Except as otherwise indicated, graphic symbols used on Drawings are those symbols recognized in the construction industry for purposes indicated. Refer instances of uncertainty to Landscape Architect / Engineer for clarification.

1.04 INDUSTRY STANDARDS:

A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference and are stated in each Section.

1. Referenced standards, referenced directly in Contract Documents or by governing regulations, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
2. Where compliance with an industry standard is required, standard in effect shall be as stated in GENERAL CONDITIONS or drawings.
3. Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, the Engineer will decide whether to issue a Change Order to proceed with the updated standard.
4. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Landscape Architect / Engineer for a decision before proceeding.
5. Splash Pad and Interactive Fountain are used interchangeably in these documents and refer to the water play feature described in these documents.
6. Playground safety surfacing may be referred to multiple ways in these documents such as, fall surface, safety surfacing, playground surfacing and refers to safety surfacing meeting ASTM and CPSC requirements for public playgrounds and as defined in these documents.

7. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
   a. Where copies of standards are needed for performance of a required construction activity, Contractor shall obtain copies directly from the publication source.

B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

END OF SECTION 01420

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes General Requirements for:
   1. Safety and protection of Work.
   2. Safety and protection of existing property.
   3. Barriers.
   4. Security.
   5. Environmental controls.
   6. Access roads and parking areas.
   7. Traffic control and use of roadways.
   8. Railroad service.

B. Related Work Specified Elsewhere:
   1. Temporary Utilities and Facilities: SECTION 01560.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION

3.01 SAFETY AND PROTECTION OF WORK AND PROPERTY:

A. General:
   1. Provide for the safety and protection of the Work as set forth in GENERAL CONDITIONS. Provide protection at all times against rain, wind, storms, frost, freezing, condensation, or heat so as to maintain all Work and Equipment and Materials free from injury or damage. At the end of each day, all new Work likely to be damaged shall be appropriately protected.
   2. Notify Landscape Architect/Engineer immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.
   3. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, pits, and trenches free of water.
   4. Protect concrete and playground safety surfacing from damage by proper covering and care when handling heavy equipment, painting, or handling mortar or other such materials. .
   5. Protect rock areas designed to hold water under surface to prevent sediment from filling the rock voids.
   6. Not used.

B. Property Other than Owner's:
   1. Provide for the safety and protection of property as set forth in the GENERAL CONDITIONS. Report immediately to the owners thereof and promptly repair damage to existing facilities resulting from construction operations.
   2. Names and telephone numbers of representatives of agencies and utilities having jurisdiction over streets and utilities in the Work area can be obtained from Engineer for the agencies listed below. Some of these contacts are listed in the Contract Drawings. Concerned agencies or utilities shall be contacted a

minimum of 24 hours prior to performing Work, closing streets and other traffic areas, or excavating near underground utilities or pole lines. See drawings for more notice information.

a. Water.
b. Gas.
c. Sanitary sewers.
d. Storm drains.
e. Pipeline companies.
f. Telephone.
g. Electric.
h. Municipal streets.
i. State highways.
j. City engineer.
k. Fire.
l. Police.

3. Not used.
4. Not used.
5. The applicable requirements specified for protection of the Work shall also apply to the protection of existing property of others.
6. Before acceptance of the Work by Owner, restore all property affected by Contractor's operations to the original or better condition.

3.02 BARRIERS:

A. General:

1. Furnish, install, and maintain suitable barriers as required to prevent public entry, protect the public, and to protect the Work, existing facilities, trees, and plants from construction operations. Remove when no longer needed or at completion of Work. Tree protection fencing should remain until the conclusion of the work or permission from the Landscape Architect to remove the tree protection fencing.
2. Materials for barriers may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards or regulatory agencies.
3. Barriers shall be of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
4. Maintain barriers in good repair and clean condition for adequate visibility. Relocate barriers as required by progress of Work.
5. Repair damage caused by installation and restore area to original or better condition. Clean the area.

B. Tree and Plant Protection:

1. Preserve and protect existing trees and plants at the Site which are designated to remain and those adjacent to the Site. See drawings for additional information.
2. Provide temporary barriers around each, or around each group of trees and plants. Unless indicated or specified otherwise, construct to a height of 6 feet around trees.

3. Consult with Landscape Architect and remove agreed-on roots and branches which will interfere with construction.
4. Protect root zones of trees and plants as follows:
   a. Do not allow vehicular traffic or parking under the drip line of trees.
   b. Do not store materials or products under the drip line of trees.
   c. Prevent dumping of refuse or chemically injurious materials or liquids anywhere on site.
   d. Prevent puddling or continuous running water.
5. Carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage of trees and tree roots.
6. Remove and replace trees which are damaged or destroyed due to construction operations, and which were designated to remain.

3.03 ENVIRONMENTAL CONTROLS:

A. Noise Control: OSHA requirements shall be adhered to for this contract. Contractor shall also adhere to Chapter 96: Noise Control of the Fayetteville Code of Ordinances. The Contractor shall conduct their work during normal daytime working hours as approved by the City, with no weekend work without prior authorization.

B. Dust Control:
1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations; and to prevent airborne dust from dispersing into the atmosphere.
2. Not used.
3. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

C. Water and Erosion Control:
1. Provide methods to control surface water to prevent damage to the Project, the Site, Niokaska Creek, and/or adjoining properties.
2. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
   a. Hold the areas of bare soil exposed at one time to a minimum.
   b. Provide temporary control measures such as berms, dikes, and drains.
3. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, and other construction areas; and to direct drainage to proper runoff.
4. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and groundwater.
5. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Site or to adjoining areas.
6. Prevent sediments and harmful chemicals from entering Niokaska Creek.
7. Comply with all other requirements indicated or specified.

D. Debris Control and Clean-Up:
1. Keep the premises free at all times from accumulations of debris, waste materials, and rubbish caused by construction operations and employees. Responsibilities shall include:
   a. Adequate trash receptacles about the Site, emptied promptly when filled.

b. Periodic cleanup to avoid hazards or interference with operations at the Site and to maintain the Site in a reasonably neat condition.
c. The keeping of construction materials such as forms and scaffolding neatly stacked and secured from park users.
d. Immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from walls, surfaces, and metal surfaces before surfaces are marred.

2. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
3. Final cleanup is specified in SECTION 01780 - CONTRACT CLOSEOUT.

E. Pollution Control:
1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations.
2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site in approved locations, and replace with suitable compacted fill and topsoil.
3. Take special measures to prevent harmful substances from entering public waters, sanitary, or storm sewers.
4. Adhere to the Spill Prevention Control and Countermeasures Plan (SPCCP) requirements as stated in 40 CFR Part 112.

3.04 ACCESS ROADS AND PARKING AREAS:

A. New Temporary On-Site Roads and Parking Areas:
1. Locate job trailer, storage areas, and other areas required for execution of the Contract in areas shown on drawings.
a. Consult with Landscape Architect/Engineer regarding any desired deviation therefrom.
b. Parking in the construction area is limited. Contractor's workforce, if space is not available in the construction area, may park in the Gulley Township Parking lot to the east of the site. No construction materials are allowed in the Township Parking Lot and no vehicles are allowed to cross the pedestrian bridge without the written approval of the Engineer.
2. Provide access for emergency vehicles.
3. Maintain traffic areas free of excavated materials, construction equipment, snow, ice, and debris.
4. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
5. Keep fire hydrants and water control valves free from obstruction and accessible for use.
6. Construction:
a. Clear areas required.
b. Fill, compact, and grade the access drive as necessary to maintain suitable support for vehicular traffic under anticipated loadings.
c. Not used.
d. Maintain roads, walks, and parking areas in a sound, clean condition. Repair or replace portions damaged during progress of Work.

7. Removal:
   a. Completely remove temporary materials and construction when construction needs can be met by use of permanent installation, unless construction is to be integrated into permanent construction. Remove and dispose of compacted materials to depths required by various conditions to be met in completed Work.
   b. Restore areas to original, better, or specified condition at completion of Work.

3.05 TRAFFIC CONTROL AND USE OF ROADWAYS:

A. Traffic Control:
   1. The Contractor shall plan and execute the work so that interference with the flow of pedestrian will be the minimum possible.
   2. Not used.
   3. Provide flagmen and other measures for large equipment deliveries or as may be needed for other construction traffic coming to the site.
   4. Remove temporary equipment and facilities when no longer required. Restore grounds to original, better, or specified condition when no longer required.
   5. Not used.
   6. Not used.
   7. Bridge over open trenches where necessary to maintain traffic.
   8. Not used.
   9. The Contractor shall obtain permission from the applicable State, County or local authority(ies) before closing or obstructing any public highway, street or road. This shall include, but not necessarily be limited to, coordination with Fire Departments, 911 services, and other emergency services.
   10. The Contractor shall make the same provisions as described above for the passage of vehicular and pedestrian traffic between private property and public highways, streets and roads or other provisions that are satisfactory to the Owner and the property owners involved.

B. Maintenance of Roadways:
   1. Do not allow dirt and construction debris to accumulate on E. Township Drive at the construction entrance area. If debris or dirt from construction activities is deposited on the road(s), immediately remove materials.

3.06 RAILROAD SERVICE:

A. Maintenance:
   1. Not used.
   2. Not used.

END OF SECTION 01530

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes requirements of a temporary nature not normally incorporated into final Work. It includes the following:
   1. Utility services.
   2. Construction and support facilities.
   3. Construction aids.
   4. Safety and health.
   5. Fire protection.

B. Related Work Specified Elsewhere:
   1. Temporary Barriers and Controls: SECTION 01530.

1.02 REFERENCES:

A. American National Standards Association (ANSI):
   1. A10 Series – Safety Requirements for Construction and Demolition.

B. National Electrical Contractors Association (NECA):
   1. Electrical Design Library – Temporary Electrical Facilities.

C. National Fire Protection Association (NFPA):
   1. 10 – Portable Fire Extinguishers.
   2. 70 – National Electrical Code.
   3. 241 – Safeguarding Construction, Alterations, and Demolition Operations.

D. National Electrical Manufacturers Association (NEMA).

E. Underwriters Laboratories (UL).

1.03 SUBMITTALS:

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Not used.

1.04 QUALITY ASSURANCE:

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
   1. Building Code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, Fire Department, and rescue squad rules.
   5. Environmental protection regulations.

B. Standards:
   1. Comply with NFPA 10 and 241, and ANSI A10 Series standards "Temporary Electrical Facilities."
   2. Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS:

A. Temporary Utilities: If temporary utilities are needed, prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of the permanent service. Note contractor may use one 20amp circuit from the existing restroom for construction work as long as use does not interfere with public use of the restrooms.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, unsanitary conditions, or public nuisances to develop or persist on the Site.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT:

A. Provide new materials and equipment. If acceptable to Engineer, undamaged previously used materials and equipment in serviceable condition may be used. Provide materials and equipment suitable for the use intended, of capacity for required usage, and meeting applicable codes and standards. Comply with requirements of the TECHNICAL SPECIFICATIONS.

B. Water: Provide potable water approved by local health authorities.

C. Water Hoses: Provide adjustable shutoff nozzles at hose discharge.

D. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment. Keep temporary electric outlets protected from public access.

E. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

F. Lamps and Light Fixtures: If needed, provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.

G. Heating Units: If needed, provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a

combination of extinguishers of NFPA-recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES:

A. General:

1. Engage the appropriate local utility company to install temporary service or connect to existing service if needed. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
2. Provide adequate utility capacity at each stage of construction.
3. If needed, obtain and pay for temporary easements required to bring temporary utilities to the Project Site, where the Owner's permanent easement cannot be used for that purpose.
4. Furnish, install, and maintain temporary utilities required for adequate construction, safety, and security. Modify, relocate, and extend systems as Work progresses. Repair damage caused by installation or use of temporary facilities. Grade the areas of Site affected by temporary installations to required elevations and grades, and clean the area. Remove on completion of Work or until service or facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
5. Not used.
6. Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
7. Materials used for temporary service shall not be used in the permanent system unless so specified or acceptable to Engineer.

3.02 TEMPORARY ELECTRICITY AND LIGHTING:

A. New Service:

1. Arrange with utility company and provide service required for power and lighting.
2. Connect temporary service in a manner directed by utility company officials. Provide separate meter for metering of power used by all entities authorized to be at or perform Work at the Project Site.
3. The electric service shall be of sufficient capacity and characteristics for the various construction tools, machinery, lights, heating and air conditioning, pumps, and other tools required by Contractor and his Subcontractors.
4. Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, and lighting. Provide overload protection. Locate multiple outlets spaced so that entire area of construction can be reached by power tools on a single extension cord of 100-foot maximum length. Supply power for electric welding, if any, from either temporary power distribution system or by engine-driven, power-generator sets at Contractor's option.

5. Provide all necessary temporary wiring, panelboards, switches, outlets, and other devices so that power and lighting is available throughout the construction area. Include meters, transformers, overload protection disconnects, automatic ground fault interrupters, and main distribution switch gear. Include overcurrent protection on all conductors of the temporary system.
6. Provide adequate artificial lighting for all areas of Work when natural light is not adequate for Work.
    a. Sufficient light shall be provided for general construction areas and floor areas, with additional sufficient lighting for specific tasks and to meet safety requirements.

B. Use of Existing System:
1. Contractor may use one 20amp circuit from the existing restroom for construction work as long as use does not interfere with public use of the restrooms.

C. Use of Permanent System:
1. Prior to use of permanent system (facilities being constructed by Contractor) for construction purposes, obtain written permission of Owner.
2. Maintain permanent system as specified for temporary facilities.

D. Costs of Installation and Operation:
1. Pay fees and charges for permits and applications.
2. Pay costs of installation, maintenance, removal of temporary services, and restoration of any permanent facilities used.
3. Pay costs of electrical power used.
4. Obtain and pay costs for temporary easements required across properties other than that of Owner.

3.03 TEMPORARY WATER:

A. Contractor can use park supplied water for construction use, irrigation, and fountain use and testing.
1. Owner's existing system may be used for temporary water.
2. Make connections to existing facilities to provide water for construction purposes.
    a. Water Source: Make connections to Owner's service located at point indicated or where instructed by Owner.
3. Modify, supplement, and extend system as necessary to meet temporary water requirements and prevent overloading of existing system.
4. Regulate system to prevent interference with Owner's usage.

B. Use of Permanent System:
1. Prior to use of permanent system for construction purposes, obtain written permission of Owner.
2. Prior to Use of System for Drinking Water:
    a. Disinfect piping.
    b. Obtain inspection and approval of governing authority.

C. Costs of Installation and Operation:
   1. Pay all costs for installation, maintenance, and removal.

3.04 TEMPORARY SANITARY FACILITIES:

A. Contractor-Furnished Facilities:
   1. Contractor may use existing restroom if kept clean from contractor use. If problems arise in use of existing restroom, furnish, install, and maintain temporary sanitary facilities for use through construction period. Remove on completion of Work.
   2. Provide for all construction workers under this Contract and representatives at the Site.
   3. Toilet facilities shall be of the chemical, aerated recirculation, or combustion type, properly vented, and fully enclosed with a glass- fiber-reinforced polyester shell or similar nonabsorbent material.
   4. Water and sewer connected facilities may be installed to extent permitted by governing regulations.
      a. Provide lavatories, mirrors, urinals (where applicable), and water closets in water and sewer connected units. Provide only potable water at lavatories. Provide individual compartments for water closets where the unit is intended for occupancy by more than one person. Provide suitable enclosure with nonabsorbent sanitary finish materials and adequate heat, ventilation and lighting.
      b. Provide separate toilet facilities for male and female construction personnel as required.
   5. Wash Facilities: Install potable water-supplied wash facilities at locations convenient to construction personnel involved in the handling of compounds and materials where wash-up is necessary to maintain a safe, healthy and sanitary condition. Where recommended or required by governing authorities and regulations or recognized standards provide emergency safety showers, emergency eye-wash fountains, showers, and similar facilities. Dispose of drainage properly. Supply soap and other cleaning compounds appropriate for each condition.
   6. Drinking Water Fixtures: Provide containerized tap-dispenser type drinking water units. Provide drinking water fountains if piped potable water is reasonably accessible from permanent or temporary lines.
   7. Supply and maintain toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility. Provide appropriate covered waste containers for used material.

B. Use of Existing Facilities:
   1. Not applicable.

3.05 SEWERS AND DRAINAGE:

A. General: Where sewers or drainage facilities are not available for discharge of effluent, provide containers to remove and dispose of effluent off the Site in a lawful manner. If existing sewers are available for temporary drainage near the Site prior to completion of permanent sewers, provide temporary connections to remove effluent that can be lawfully discharged into the sewers. If existing sewers cannot be used for

discharge, provide drainage ditches, dry wells, waste stabilization ponds, and similar discharge facilities to remove effluent that can be lawfully discharged in that manner.

B. Connect temporary sewers to the municipal sewer systems in the manner directed by the sewer department officials.

C. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy usage, restore to normal conditions promptly. Provide and maintain temporary earthen embankments and similar barriers in and around construction excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rain storms.

3.06 TEMPORARY CONSTRUCTION AIDS:

A. General:
1. Provide construction aids and equipment required by personnel and to facilitate the execution of the Work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.
2. Materials may be new or used, must be suitable for the intended purpose, and meet the requirements of applicable codes, regulations, and standards.
3. When permanent stair framing is in place, provide temporary treads, platforms, and railings for use by construction personnel.

3.07 TEMPORARY SAFETY AND HEALTH:

A. General: Contractor shall be responsible for development of safety and health programs for personnel at Project Site as specified in the GENERAL CONDITIONS.

3.08 TEMPORARY FIRE PROTECTION:

A. General:
1. Contractor shall be responsible for fire prevention and protection in work areas under this Contract.

3.09 INSTALLATION AND REMOVAL:

A. Relocation: Relocate construction aids as required by progress of construction, storage limitations, or Work requirements and to accommodate requirements of Owner and other contractors at the Site.

B. Removal: Remove temporary materials, equipment, and services when construction needs can be met and allowed by use of permanent construction, or at completion of the Project.

C. Repair: Clean and repair damage caused by installation or by use of temporary facilities.

END OF SECTION 01560

Gulley Park

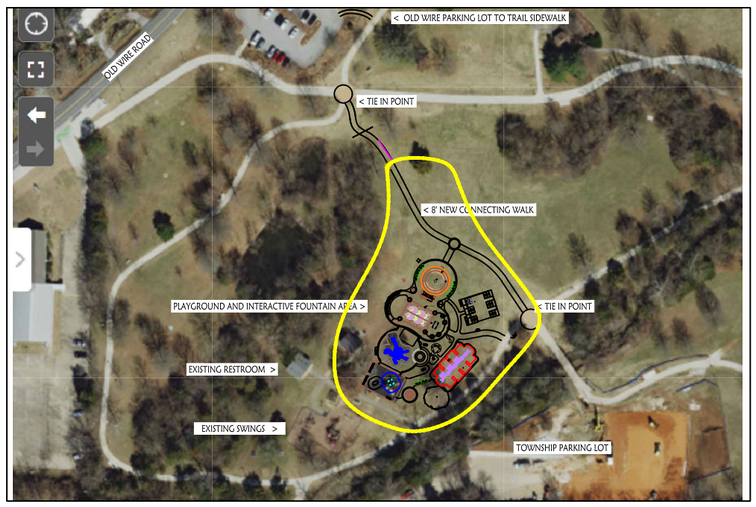
Playground and Splash Pad Improvements

1850 E. Township Street, Fayetteville, AR

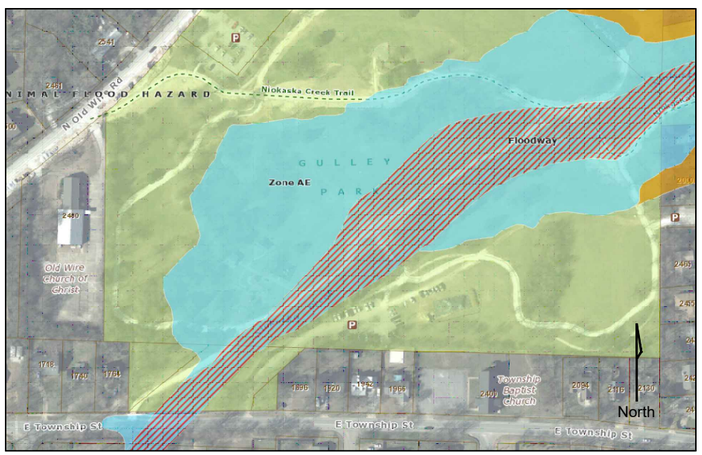


Area Location Map

Park Address: 1850 East Township Street
Fayetteville, Arkansas



Primary Work Area



FLOOD PLAIN:

THIS PROJECT IS CONSTRUCTED IN A FLOODPLAIN AND SMALL PORTION OF FLOODWAY.

Property Legal Description (Portion of Park)

Part of the SE 1/2 of the SW 1/4 of Section 36, T17N, R30W of the Fifth Principal Meridian in Washington County, Arkansas being more particularly described as follows, to-wit: Commencing at the Southwest Corner of said SE 1/4, SW 1/4, thence S 88° 48' E 192.50 Feet, thence N 01°12'E 205.33 Feet to the Point of Beginning, thence N 0° 21'38"W 526.62 Feet to the East R/W of Old Wire Rd. thence N 47°01'10"E 237.68 Feet, thence S 56°14'24"E 154.56 Feet, thence N 39°10'47"E 255.79 Feet thence N 27°57'44"E 397.65 Feet, thence S 47°43'48"E 859.92 Feet, thence S 01°00'E 600.00 Feet, thence N 88°50'49"W 1294.18 Feet to the Point of Beginning: Containing 24.16 Acres more or less subject to R/W and easements of record.

CIRCUIT CLERK

PROJECT AREA SOIL TYPE:

ErE Enders-Leesburg complex, 8 to 20 percent slopes (North ¾ of site)
FaC2 Fayetteville fine sandy loam, 3 to 8 percent slopes eroded (South ¼ of site)

Increase in impervious surface is 1590.5s.f.

Appendix C - Drawings

811 Know what's below. Call before you dig.

PROJECT CONTACT INFORMATION:

PROJECT MANAGER: TED JACK, CPRP, PLA
PARK PLANNING SUPERINTENDENT
PHONE: 479-444-3469

PROJECT ENGINEER:
MATT CASEY, PE
ENGINEERING DESIGN MANAGER
479-444-3429

ALTERNATIVE CONTACTS:
ZACH FOSTER, PARK PLANNER 479 444-3472
BYRON HUMPHRY, MAINTENANCE SUPERINTENDENT
479 575-8368

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 10124 MATTHEW D. CASEY

REGISTERED LANDSCAPE ARCHITECT THEODORE JACK 9412 STATE OF ARKANSAS 7/12/22

CALL BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
COVER SHEET

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: Cover
PROJECT: Gulley Playgrd/Ftn

Gulley First Section Through A.dwg
August 25, 2022 8:28 AM
Foster, Zach

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PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Sheet Index

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: Contents
PROJECT: Gulley Playgrd/Ftn

Jack, Ted August 29, 2022 7:49 AM Gulley First Section Through A.dwg

GENERAL NOTES

1. THE CITY OF FAYETTEVILLE SHALL PROVIDE AN AUTOCAD DRAWING FOR USE BY THE CONTRACTOR TO ESTABLISH HIS/HER CONSTRUCTION STAKING. MINOR ADJUSTMENTS IN THE FIELD ARE TO BE EXPECTED AND CONSIDERED AS PART OF THE BASE BID.
2. CAUTION: UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS; HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. SOME UTILITIES MAY HAVE BEEN RELOCATED SINCE THE TIME OF DESIGN AND THE CONTRACTOR'S NOTICE TO PROCEED. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY. ARKANSAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS IN ADVANCE NOTIFICATION THROUGH THE ARKANSAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-482-8998. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THE CALL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RESTORING ANY DAMAGED UTILITIES TO REMAIN. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WATER LINES AND SANITARY SEWER LINES WITHIN PROPOSED CONSTRUCTION LIMITS
3. ALL TREES OUTSIDE THE CONSTRUCTION LIMITS SHALL BE PROTECTED AND SAVED. DO NOT PARK OR STORE EQUIPMENT AND MATERIALS UNDER THE DRIP LINE OF TREES TO REMAIN. DO NOT PUSH PILES OF DEBRIS OR SOIL AGAINST TREES TO REMAIN.
4. DO NOT EXCEED CLEARING AND GRUBBING LIMITS OF CONSTRUCTION INDICATED ON THE PLANS. KEEP HEAVY EQUIPMENT OUT OF NON CONSTRUCTION AREAS.
5. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ADA REQUIREMENTS FOR SLOPES FOR ALL SURFACES. MINOR ADJUSTMENTS TO THE LAYOUT MAY BE NEEDED TO ACHIEVE THIS AND ARE TO BE CONSIDERED AS PART OF THE BASE BID.
6. CONTRACTOR SHALL CONDUCT WORK WITH THE KNOWLEDGE THAT PARK USERS WILL NEED TO WALK BY THIS SITE AND ALSO TO ACCESS THE RESTROOM FACILITY. MAINTAIN THE SITE IN A SAFE AND APPROPRIATE MANNER FOR THE PUBLIC INCLUDING CHILDREN.
7. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY DRAINAGE AS REQUIRED.
8. THE CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS. PLAYGROUND EQUIPMENT TO E REMOVED SHALL BE DEMOLISHED AND NOT REUSED. METAL MAY BE RECYCLED.
9. THE CONTRACTOR SHALL CONTROL EROSION ON THE SITE. GRASS SHALL BE MAINTAINED AND MOWED AS NEEDED UNTIL THE PROJECT IS COMPETED AND ACCEPTED.
10. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION AT THE SITE.
11. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY, COUNTY, STATE, AND FEDERAL REGULATIONS AND CODES AS WELL AS OSHA STANDARDS.
12. THE CONTRACTOR SHALL NOT BEGIN WORK , EXCEPT FOR INSTALLING TREE PROTECTION FENCING AND STORMWATER POLLUTION CONTROLS, UNTIL THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN IMPLEMENTED, AND THE SWPPP, EROSION CONTROL PLAN, AND SIGNED AUTOMATIC NOTICE OF COVERAGE IS POSTED ON SITE..
13. SITE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, AND MAINTAINING ALL SEDIMENT AND EROSION CONTROL BMPS. THE SITE IS NEXT TO NIOKASKA CREEK AND PARTICULAR CARE IS NEEDED TO PREVENT SPILLS AND SEDIMENTS FROM ENTERING THE CREEK.
14. EROSION CONTROL DEVICES SHALL BE INSTALLED AS THE PROJECT PROGRESSES TO COVER AREAS THAT ARE DISTURBED.
15. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP AS A MINIMUM. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
16. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
17. MUCH OF THE CONCRETE FORMWORK INCORPORATES CURVES. CONTRACTOR SHALL INSURE THAT ALL FORMWORK AND THE RESULTING CONCRETE EDGES ARE SMOOTH AND FREE OF WOBBLES OR DEVIATIONS.
18. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ENSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXISTING THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE ARES INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF DRAWING OR SKETCH INDICATING FIELD MEASUREMENT AND NOTES RELATED TO THE AREA. MINOR MODIFICATIONS FOR THE FIELD CONDITIONS IS TO BE EXPECTED AND PART OF THE BASE BID.
19. FILL AREAS SHALL BE PROOF-ROLLED WITH RUBBER TIRED EQUIPMENT WITH A MINIMUM WEIGHT OF 15 TONS PRIOR TO BEGINNING FILL OPERATIONS. AREAS WHICH ARE SOFT OF UNSTABLE SHALL BE UNDERCUT AS NECESSARY AND FILLED WITH STRUCTURAL SOILS TO PROVIDE A STABLE FOUNDATION.
22. FILL AREAS SHALL BE RAISED IN LIFTS NOT EXCEEDING 8" AND COMPACTED W3TH PROPER EQUIPMENT SUITABLE FOR THE SITUATION AND ENVIRONMENT.
24. ANY FOREIGN ITEMS FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE CITY. THIS INCLUDES, BUT IS NOT LIMITED TO PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS, AND ANTIQUES.
25. ALL GRADED AREAS THAT WILL BE TURF SHALL BE FINE GRADED TO PROVIDE POSITIVE DRAINAGE WITH NO STANDING WATER.
26. ALL FILL AND CUT SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED ON PLANS.
27. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITIONS AT ALL TIMES. DAILY AND MORE OFTEN IF NECESSARY INSPECT AND PICK UP ALL SCRAP, WASTE, AND TRASH GENERATED BY THE CONTRACTOR'S WORK AND WORK FORCE.
28. UPON COMPLETION OF THE PROJECT THE CONTRACTOR SHALL CLEAN THE PAVED AREAS AND EQUIPMENT. IF POWER WASHING IS NEEDED UTILIZE FILTERING MATERIAL TO PREVENT DIRT FROM ENTERING PLAYGROUND SURFACING. INSURE THAT SEDIMENT LADEN WATERS DO NOT ENTER NIOKASA CREEK.
29. THE CONTRACTOR SHALL PROVIDE SUCH BRACING, SHEETING AND SHORING, BLASTING PROTECTION WARNING LIGHTS, AND BARRICADES, FENCING, AND SAFETY SIGNAGE AS MAY BE NECESSARY FOR PROTECTION OF LIFE AND PROPERTY FOR EMPLOYEES AND THE GENERAL PUBLIC. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY STATUTES AND RULES REQUIRING CERTAIN PROTECTIVE PERSONAL APPAREL SUCH AS HARD HATS, EAR PLUGS, EYE SHIELDS, PROTECTIVE SHOES, SAFETY SIGNAGE, ETC. THE CITY AND ENGINEER AND LANDSCAPE ARCHITECT ASSUME NO RESPONSIBILITY OR LIABILITY FOR ACTIONS TAKEN BY THE CONTRACTOR AND THE CONTRACTORS WORK FORCE WHICH ENDANGER LIFE AND PROPERTY.
30. INFORMATION IN THE DRAWINGS TAKE PRECEDENCE OVER INFORMATION IN THE WRITTEN SPECIFICATIONS IF THERE ARE DISCREPANCIES. CONTRACTOR TO BRING DISCREPANCIES TO THE ATTENTION OF THE ENGINEER/LANDSCAPE ARCHITECT.

PLAYGROUND GENERAL NOTES:

1. THIS PROJECT CONTAINS A PLAYGROUND. THE CONTRACTOR OR SUB CONTRACTOR SHALL BE EXPERIENCED IN DESIGN AND CONSTRUCTION OF PLAYGROUNDS. WORK SHALL BE IN CONFORMANCE WITH AT A MINIMUM THE LATEST EDITIONS OF ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, ASTM F2223 STANDARD GUIDE FOR ASTM STANDARDS ON PLAYGROUND SURFACING, ASTM 12292 STANDARD SPECIFICATION FOR IMPACT ATTENUATION OF SURFACING MATERIALS WITHIN THE USE ZONE OF PLAYGROUND EQUIPMENT, F1951, F2479, F2373 AND THE CPSC PLAYGROUND SAFETY HANDBOOK. A MEMBER OF THE CONTRACTORS TEAM SHALL BE A CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) TO ASSIST WITH INSURING THE PLAYGROUND IS INSTALLED AND CONSTRUCTED TO INDUSTRY STANDARDS AS OUTLINED IN THE ASTM AND CPSC DOCUMENTS AND OTHER RELEVANT INDUSTRY STANDARDS.
2. PLAYGROUND SAFETY SURFACING SHALL BE TESTED AS OUTLINED IN ASTM F1292 AFTER INSTALLATION TO INSURE COMPLIANCE WITH THE SPECIFICATIONS.
3. ALL PLAYGROUND EQUIPMENT SHALL BE CERTIFIED BY THE INTERNATIONAL PLAYGROUND EQUIPMENT MANUFACTURES ASSOCIATION (IPEMA).
4. DURING PLAYGROUND WORK THE CONTRACTOR SHALL HAVE ON SITE A QUALIFIED SUPERINTENDENT CERTIFIED FOR PLAYGROUND INSTALLATION.
5. THE CONTRACTOR IS RESPONSIBLE FOR INSURING PLAYGROUND EQUIPMENT ACCEPTED AS AN ALTERNATE OR EQUAL FITS WITHIN THE DESIGN OF THE PLAYGROUND AREA. COSTS TO ADAPT, IF ALLOWED, SUCH AS INCREASED FALL SPACES SURFACES, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR WITH NO ADDITIONAL COSTS TO THE OWNER..
6. LIMITED INFORMATION IS PROVIDED ON PLAYGROUND EQUIPMENT INSTALLATION IN THESE DOCUMENTS. CONTRACTOR IS TO OBTAIN AND FOLLOW MANUFACTURES INSTALLATION INSTRUCTIONS.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

UTILITY CONTACTS (PROVIDED AS A CONVIENCE - THIS LIST MAY NOT BE UP TO DATE OR COMPREHESIVE)

FAYETTEVILLE WATER & SEWER
MARK ROGERS
OPERATIONS MANAGER
OFFICE PHONE: 479-575-8392
EMAIL:
MROGERS@FAYETTEVILLE-AR.GOV

COX COMMUNICATIONS
CHAD HODGE
PROJECT MANAGER
OFFICE PHONE:
479-717-3607
EMAIL:
CHAD.HODGE@COX.COM

AT&T
JEFF HAMILTON
ENGINEER
OFFICE PHONE:
479-442-3107
EMAIL: JH5430@ATT.COM

BLACK HILLS ENERGY
DON BRADSHAW
FIELD COORDINATOR
OFFICE PHONE:
479-435-1755
EMAIL:
DONALD.BRADSHAW@
BLACKHILLSCORP.COM

SWEPCO ELECTRIC
JOHN LE
DISTRIBUTION ENGINEER
WORK PHONE: 479-879-0873
EMAIL: TTLE@AEP.COM

OZARKS ELECTRIC
LONNIE GRANT
STAKING TECH. III
WORK PHONE: 479-684-4691
CELL: 479-267-8563
EMAIL:
LGRANT@OZARKSECC.COM

CITY OF FAYETTEVILLE CONTACTS

MATT CASEY
ENGINEERING DESIGN
MANAGER
OFFICE PHONE:
479-444-3429
EMAIL:
MCASEY@FAYETTEVILLE-AR.GOV

TED JACK
PARK PLANNINING
SUPERINTENDENT
OFFICE PHONE:
479-444-3469
EMAIL:
TJACK@FAYETTEVILLE-AR.GOV

BYRON HUMPHRY
PARK MAINTENANCE
SUPERINTENDENT
OFFICE PHONE:
479-573-8368
EMAIL:
BHUMPHRY@FAYETTEVILLE-AR.GOV

JONATHAN ELY
DEVELOPMENT &
CONSTRUCTION MANAGER
OFFICE PHONE:
479-444-3424
EMAIL:
JELY@FAYETTEVILLE-AR.GOV

JASON CARTE
PUBLIC WORKS INSPECTOR
OFFICE PHONE:
479-575-8206
CELL PHONE: 479-601-3509
EMAIL:
JCARTE@FAYETTEVILLE-AR.GOV

CALL BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
General Notes

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A1
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:29 AM Gulley First Section Through A.dwg



Overall Park Area with Construction Impacts

At end of job restore all areas that were impacted by construction to pre-construction conditions.

North

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

BEFORE YOU DIG! ARKANSAS ONE CALL
CALL 1-800-482-8998

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SITE USE AREAS INFORMATION

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A2
PROJECT: Gulley Playgrd/Ftn

Gulley First Section Through A.dwg
August 25, 2022 8:29 AM
Foster, Zach



SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
ILLUSTRATIVE CONCEPTUAL PLAN

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **A3**
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:42 AM Gulley First Section Through A.dwg

This drawing provides context to show all work areas.



CALL BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Overall Site View

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **A4**
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:42 AM Gulley First Section Through A.dwg



This sheet is used to show general utility locations for water and sewer. Note extreme care needs to be used digging around lines. Contact Bobby Bowlin with the Water & Sewer Dept to observe digging near large water line 479 601-7731. This sheet is not for layout.

This sheet is an overview with text generally to small to easily read. See other sheets that are blow ups of parts of this sheet.

GENERAL NOTES: SEE DRAWINGS AND SPECIFICATIONS FOR MORE INFORMATION

1. CAUTION: UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS; HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. SOME UTILITIES MAY HAVE BEEN RELOCATED SINCE THE TIME OF DESIGN AND THE CONTRACTOR'S NOTICE TO PROCEED. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY. ARKANSAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS IN ADVANCE NOTIFICATION THROUGH THE ARKANSAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-482-8998. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THE CALL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RESTORING ANY DAMAGED UTILITIES TO REMAIN. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WATER LINES AND SANITARY SEWER LINES WITHIN PROPOSED CONSTRUCTION LIMITS

2. THIS DRAWING IS AVAILABLE ON THE CITY OF FAYETTEVILLE GIS PORTAL.

3. THE TRAIL/PATH LIGHTING WAS INSTALLED AFTER THE SURVEY AND ELECTRICAL LINES FOR THE PATH LIGHTING RUNS BETWEEN THE LIGHT POLES.

4. A SEWER LINE RUNS UNDER WHAT WILL BE PART OF THE PLAYGROUND AREA WITH THE SWINGS. AS DESIGNED LOWEST EXCEVATION SHOULD BE APPROXIMATELY 30" ABOVE THE TOP OF THE SEWER PIPE. CAUTION WILL BE NEEDED WHEN WORKING IN THAT AREA.

5. A LARGE WATER LINE RUNS ALONG THE EDGE OF THE PROJECT AREA SHOWN AS 36" DIP ON THIS SHEET. WHEN DIGGING ABOVE AND AROUND THIS LINE CONTACT BOBBY BOWLIN WITH THE CITIES WATER AND SEWER DEPT. TO OBSERVE DIGGING OPERATIONS. 479 601-7731.

Arkansas 811 Know what's below. Call before you dig.

BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

This drawing provides context to show known utilities. Other utilities may be present. Call before you dig.

REGISTERED LANDSCAPE ARCHITECT THEODORE JACK 9412 STATE OF ARKANSAS 7/12/22

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CITY GIS UTILITIES INFORMATION

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A5
PROJECT: Gulley Playgrd/Ftn

Gulley First Section Through A.dwg
August 25, 2022 8:29 AM
Foster, Zach



Topo Map from City GIS LIDAR Data

This map is for general site understanding. The project was designed based on a survey prepared by the city and included in the grading plans.

Arkansas 811
Know what's below. Call before you dig.

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
LIDAR Topo of Site

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

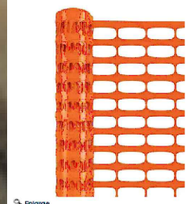
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **A6**
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:41 AM Gulley First Section Through A.dwg

Arkansas 811
Know what's below.
Call before you dig.

Safety Fence - Heavy Duty, 4 x 100', Orange



Enlarge

Control pedestrian and vehicle traffic around temporary hazards.

- Use on construction sites, parking lots or warehouses.
- Reusable plastic mesh.
- 50% stronger for windy, snowy winter conditions.
- Safety Fence Post sold separately.

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	SIZE H x L	THICKNESS (MIL)	TENSILE STRENGTH (LBS./FT.)	LBS./ ROLL	PRICE EACH 1	3	12+	COLOR	IN STOCK SHIPS TODAY
S-22226O	Heavy Duty	4 x 100'	30	204	13	$40	$39	$38	Orange	1 ADD

NOTES:

1. CAUTION: UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS; HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. ARKANSAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS IN ADVANCE NOTIFICATION THROUGH THE ARKANSAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-482-8998.

2. ALL TREES OUTSIDE THE CONSTRUCTION LIMITS SHALL BE PROTECTED AND SAVED. DO NOT PARK OR STORE EQUIPMENT AND MATERIALS UNDER THE DRIP LINE OF TREES TO REMAIN. DO NOT PUSH PILES OF DEBRIS OR SOIL AGAINST TREES TO REMAIN.

3. DO NOT EXCEED CLEARING AND GRUBBING LIMITS OF CONSTRUCTION INDICATED ON THE PLANS. KEEP HEAVY EQUIPMENT OUT OF NON CONSTRUCTION AREAS.

4. CONTRACTOR SHALL CONDUCT WORK WITH THE KNOWLEDGE THAT PARK USERS WILL NEED TO WALK BY THIS SITE AND ALSO TO ACCESS THE RESTROOM FACILITY. MAINTAIN THE SITE IN A SAFE AND APPROPRIATE MANNER FOR THE PUBLIC INCLUDING CHILDREN.

5. THE CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS. PLAYGROUND EQUIPMENT TO E REMOVED SHALL BE DEMOLISHED AND NOT REUSED. METAL MAY BE RECYCLED.

6. THE CONTRACTOR SHALL CONTROL EROSION ON THE SITE. GRASS SHALL BE MAINTAINED AND MOWED AS NEEDED UNTIL THE PROJECT IS COMPETED AND ACCEPTED.

7. THE CONTRACTOR SHALL NOT BEGIN WORK , EXCEPT FOR INSTALLING TREE PROTECTION FENCING AND STORMWATER POLUTION CONTROLS, UNTIL THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN IMPLEMENTED, AND THE SWPPP, EROSION CONTROL PLAN, AND SIGNED AUTOMATIC NOTICE OF COVERAGE IS POSTED ON SITE..

8. SITE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, AND MAINTAINING ALL SEDIMENT AND EROSION CONTROL BMPS. THE SITE IS NEXT TO NIOKASKA CREEK AND PARTICULAR CARE IS NEEDED TO PREVENT SPILLS AND SEDIMENTS FROM ENTERING THE CREEK.

9. EROSION CONTROL DEVICES SHALL BE INSTALLED AS THE PROJECT PROGRESSES TO COVER AREAS THAT ARE DISTURBED.

10. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP AS A MINIMUM. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

Note work on sidewalk may require small amount of tree protection fencing and waddle.

Note small sidewalk connection to parking lot. See details.

Use additional erosion control, tree fencing, and plastic barricade fence in this area during construction of this portion of the walk. Remove after sod has reestablished the disturbed areas.

Erosion Control Waffel

Erosion Control Sediment Fence

4' Tall Orange Construction Fencing

Approximate Trail Location

Adjust fencing/ Sediment controls to encompass more area if needed for equipment and materials storage.

No Equipment in this area. Protect the trees.

Line Legend
4' Orange Plastic Const/Tree Protection Fencing
6' Chain Link Barrier Fence w/ Gates as needed
Erosion Control Waddle
Erosion Control Sediment Fence

Note additional erosion control measures needed at construction entrance, access, and storage areas. Contractor is responsible for maintaining and adjusting erosion control measures as needed to meet regulations.

At drain under existing walk also use waddles and if needed hay bales or other means to prevent sediment from going into Niokaska Creek.

Remove Tree and major roots
Replace hole with compacted fill

Protect Trees

The existing slab remains. Play Equipment & old safety surface to be removed, unless an alternate is accepted that keeps the current equipment. Playequipment to be dismantled and not reused. See stage coach and cow details that require cutting and removing some of existing slab for mounting.

Protect Tree

The swings remain. Demo sand pit and large play unit. Move plastic containment wall to hold engineered wood surfacing in for swings.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE: *GULLEY PARK*
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
EROSION CONTROL, TREE PROTECTION, DEMO

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE:

SHEET: A7

PROJECT:

Foster, Zach August 25, 2022 8:43 AM Gulley First Section Through A.dwg

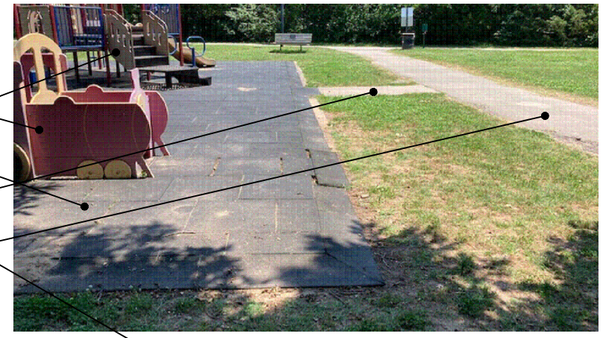


Demolish and remove old playground equipment

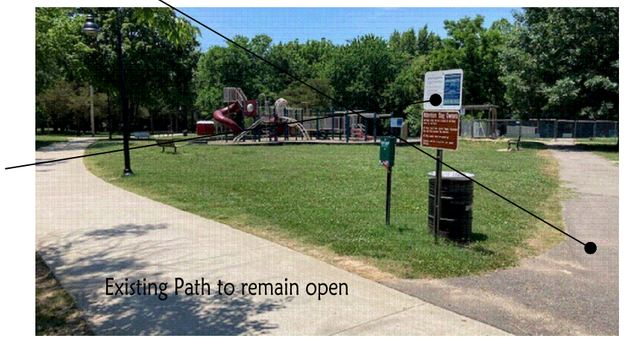
Demolish and remove old playground tiles

Demolish short sidewalk connection

Demolish old asphalt walk
From existing walk to restroom (~162')



Relocate old signs and dog station if necessary.



Existing Path to remain open





Demolish and remove these old wood benches.
Carefully remove donor plaques and give to owner.



Remove old benches / sign in slab



These three trees are to be protected
with tree fencing.

This tree and major roots are to be removed.

Remove and properly dispose of all old benches, playground equipment, and other debris. Playground equipment must be demolished and can not be reused. No construction debris of any kind can be buried on site.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
ADDITIONAL TREE PROTECTION, DEMO INFO

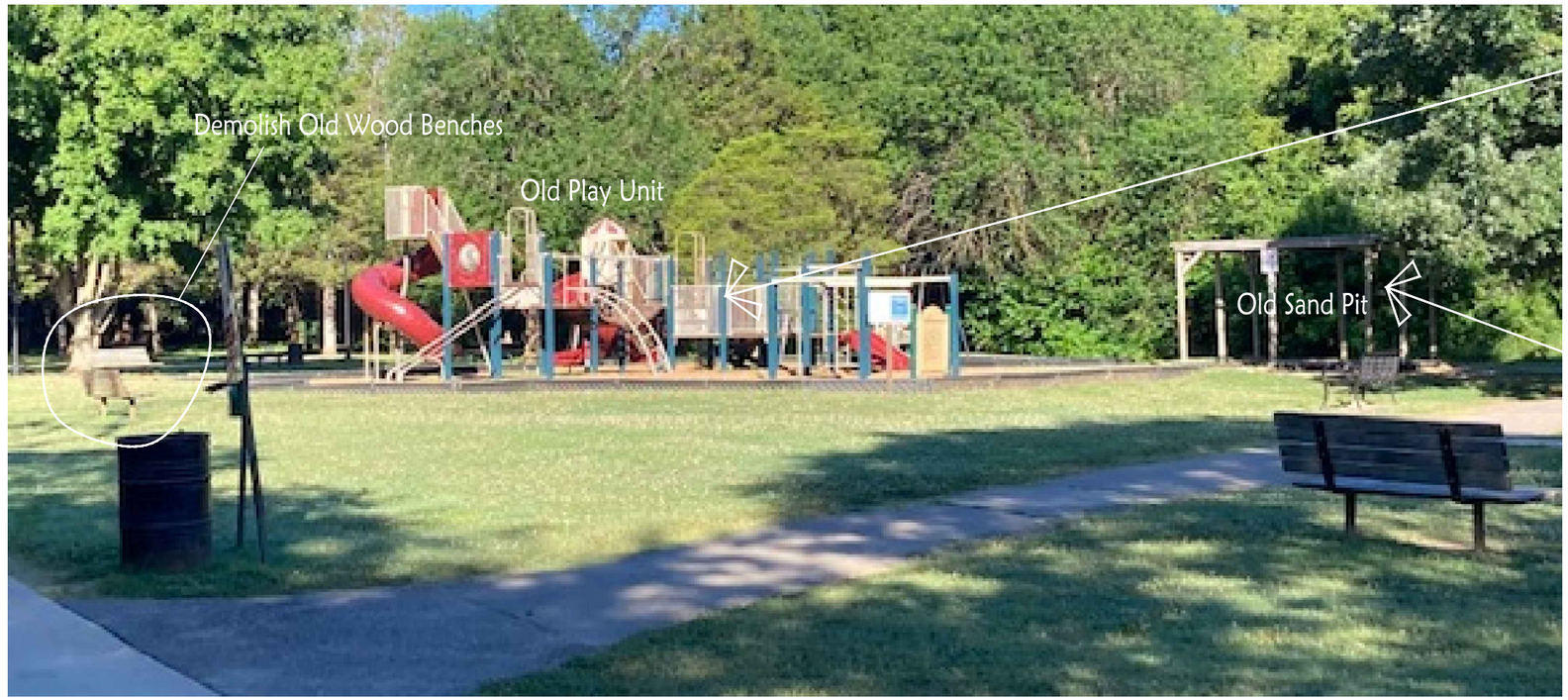
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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A8
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:43 AM Gulley First Section Through A.dwg

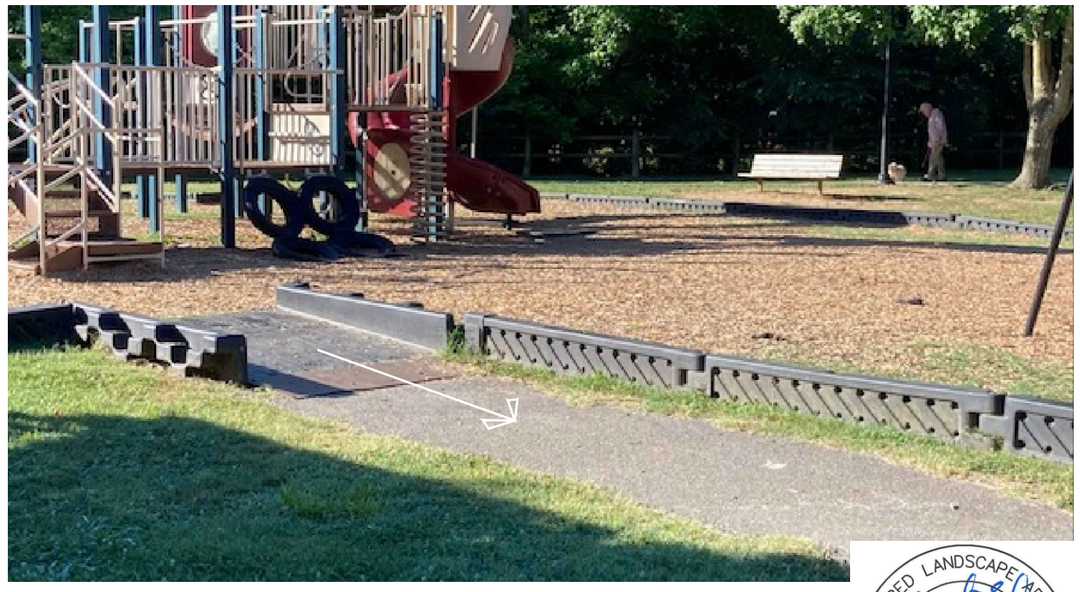


Demolish, remove and properly dispose of old play unit including removing post in ground. Playground equipment must be demolished and can not be reused. Sod or seed space where safety surfacing was located. Level surface before sodding or seeding.

Demolish, remove and properly dispose of old sand pit and wood structure.



Keep existing swings. In space between play unit and swings that does not have plastic playground containment border, use unneeded sections to fill this hole. Slide ramp back so it is still functional. Touch up black swing frame before substantial completion with appropriate black paint. Make sure enough space for the fall zone for the swings is maintained. Save unused playground border sections for parks to pick up.



Slide this existing plastic ramp back so it will continue to work with swings.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
DESIGNED BY: City
FILE NAME: Gulley First Section Through A.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
More Demolition - Exisiting Swings Border

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

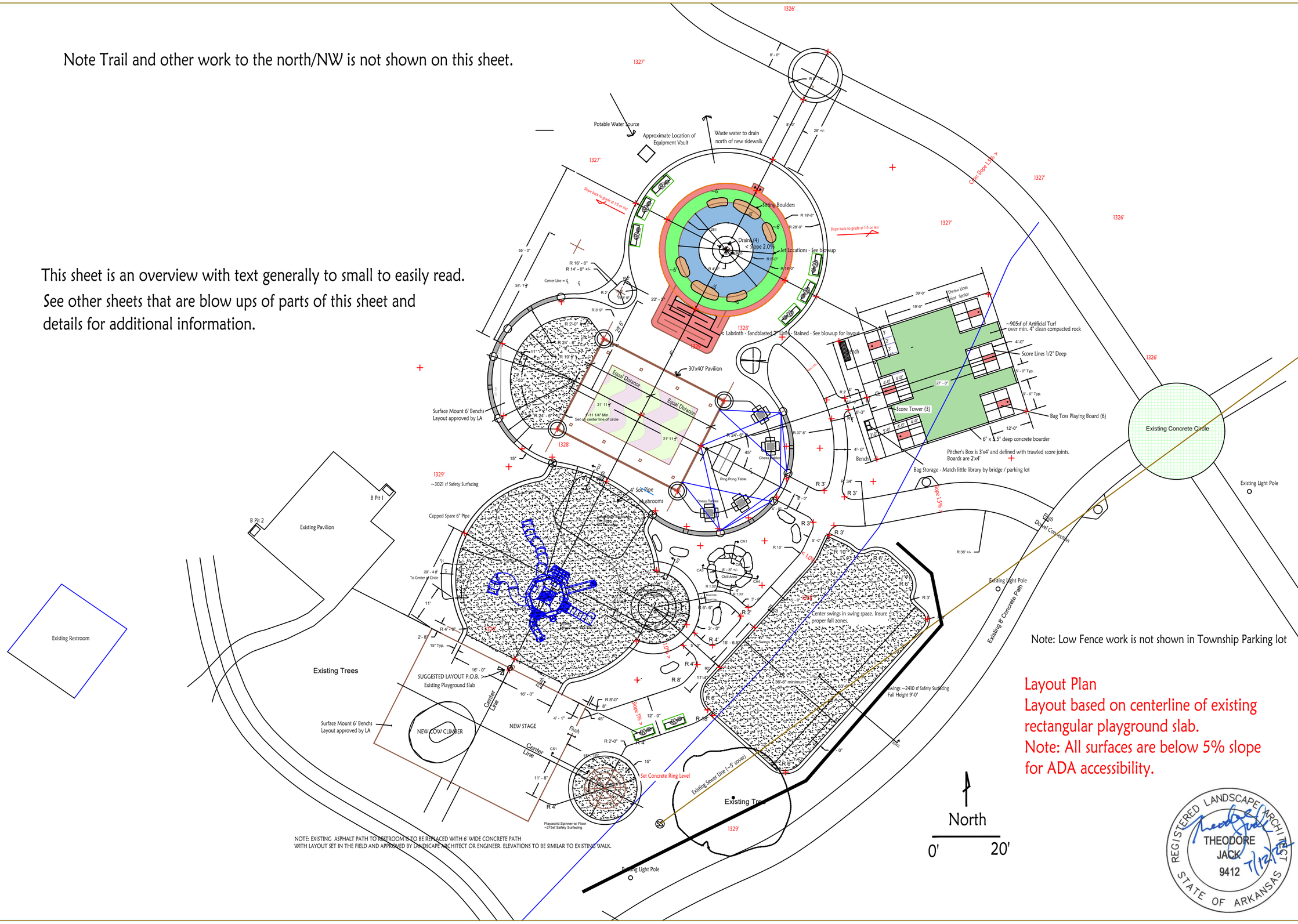
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: A9
PROJECT: Gulley Playgrd/Ftn

Foster, Zach August 25, 2022 8:44 AM Gulley First Section Through A.dwg

Note Trail and other work to the north/NW is not shown on this sheet.

This sheet is an overview with text generally to small to easily read.
See other sheets that are blow ups of parts of this sheet and details for additional information.



SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawings\SecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
OVERALL LAYOUT PLAN

REVISED

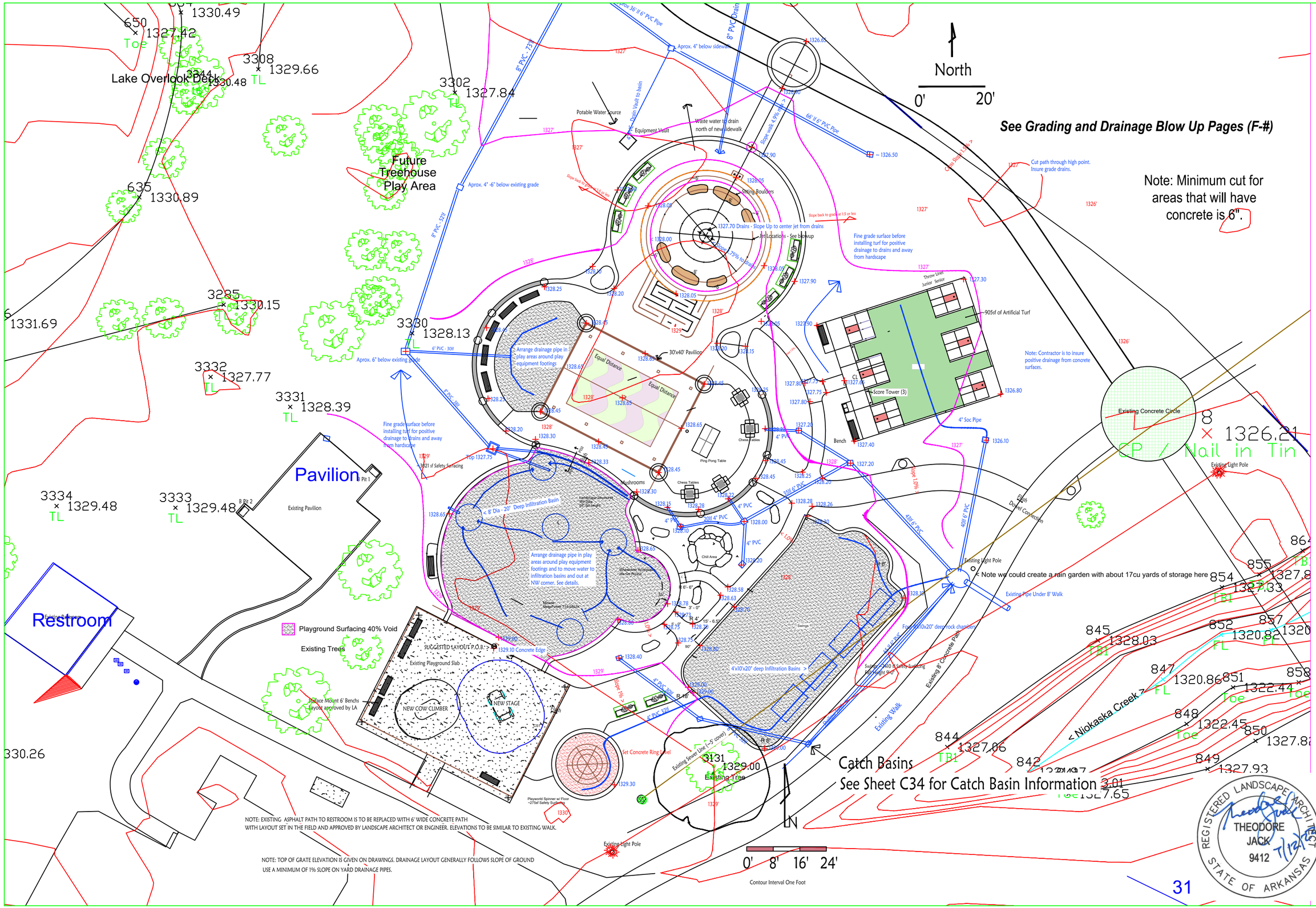
Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: B1
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 4:56 PM GulleyConsDrawings\SecondSection80522.dwg



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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Grading Plan - Playground Area

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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: B2
PROJECT: Gulley Playgd/Ftn

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Existing Concrete Circle on Walk
Use Soil Removed From Play Ground for Base
< Note: Increase rock base to 6" depth over this fill area
Use 8 sf of native stone to protect outfall
Daylight pipe into ditch
25' Infiltration Trench - See Detail
Approximate location of 30" line - Use caution when digging for drain lines
Playground Walking Loop
Lake Overlook Dam
Future Treehouse Play Area
Pavilion
Restroom
Playground Surfacing 40% Void
Existing Trees
Nokaska Creek
North
0' 20'
0' 8' 16' 24'
Contour Interval One Foot
31.75'
CP / Nail in Tin
REGISTERED LANDSCAPE ARCHITECT THEODORE JACK 9412 STATE OF ARKANSAS

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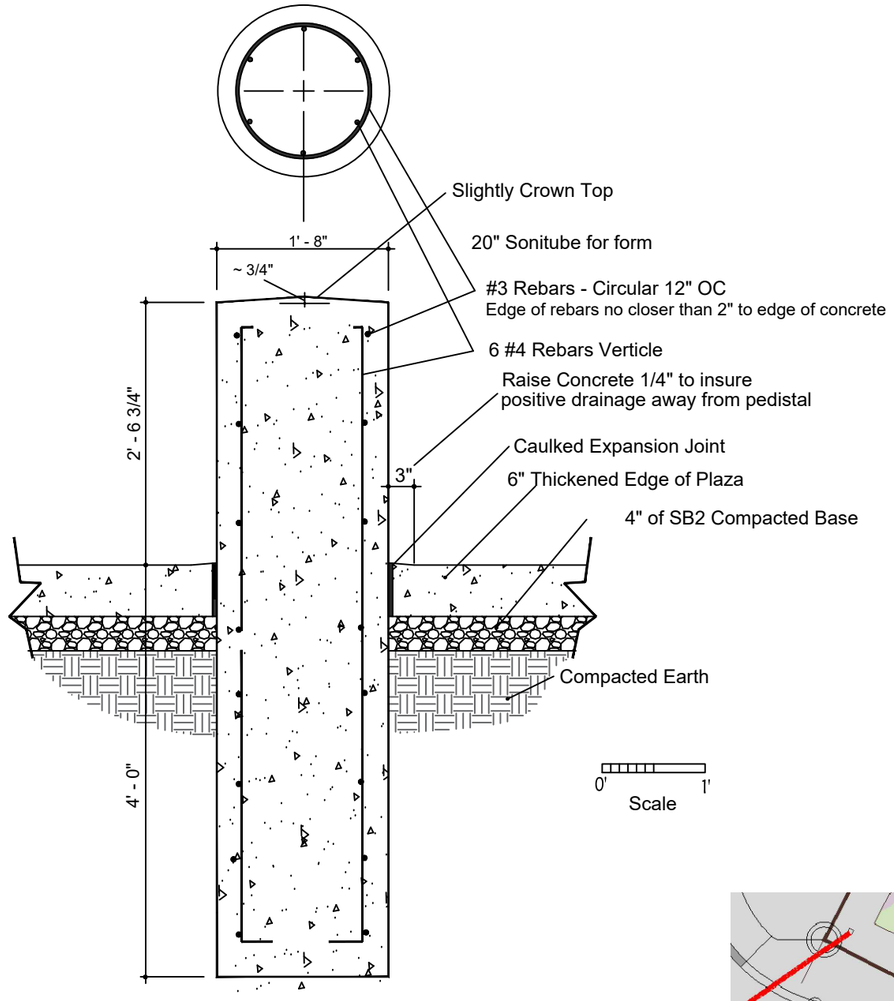
TITLE: **GULLEY PARK** *PLAYGROUND AND SPLASH PAD IMPROVEMENTS* Drainage Overview

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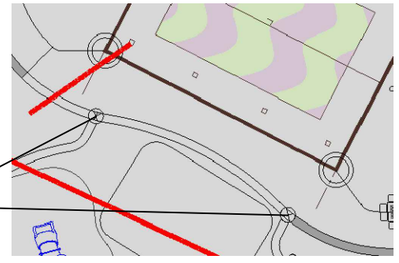
CITY OF FAYETTEVILLE ARKANSAS

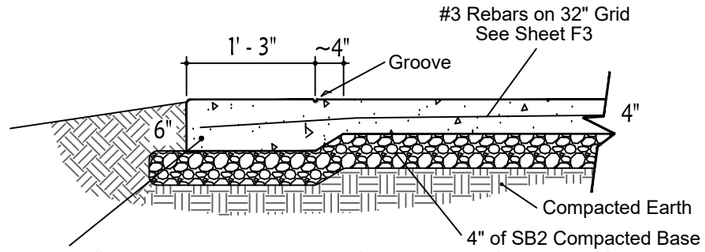
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PROJECT: Gulley Playgd/Ftn



Pedestals (2) without support post

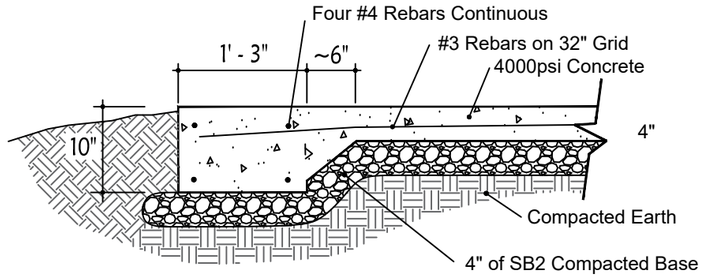
Note: This detail is for the two pedistals south of the pavilion.





6" Thickened Edge of Plaza Detail

Note: This detail is for edge of plaza at fountain and pavilion except where future sitting wall will be located.



10" Thickened Edge of Plaza Detail

Note: This detail is for edge of plaza where future seating walls will be located.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PEDESTAL AND PLAZA EDGE DETAILS

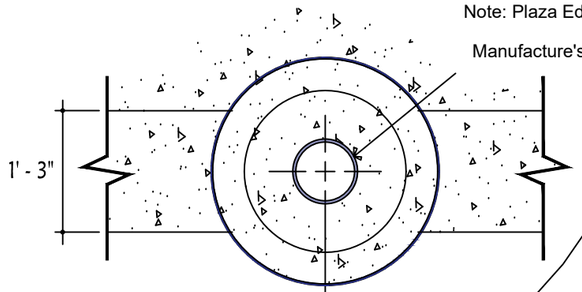
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CITY OF FAYETTEVILLE ARKANSAS

DATE: Jan 9, 2023
SHEET: C6 REV
PROJECT: Gulley Playgd/Ftn

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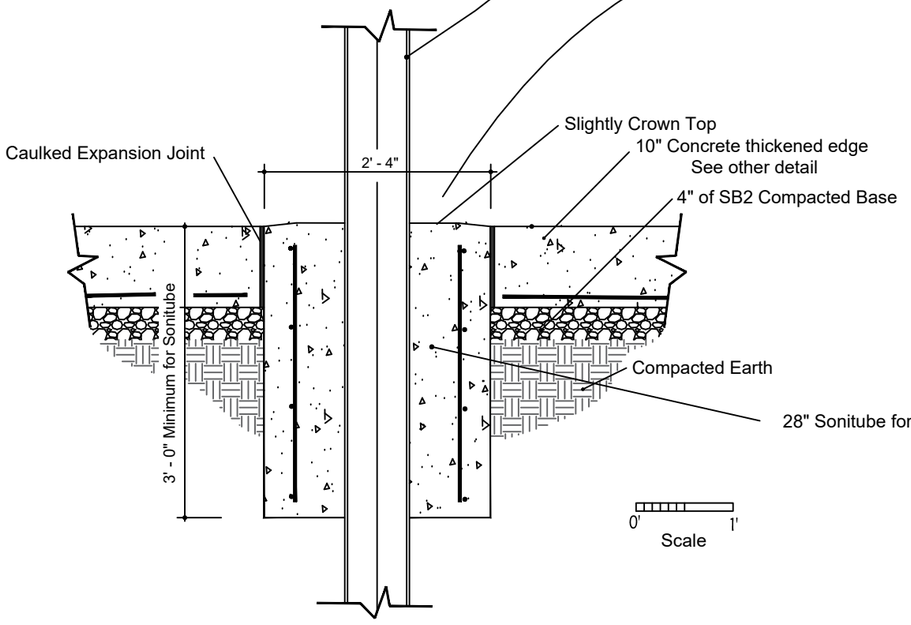
Top View

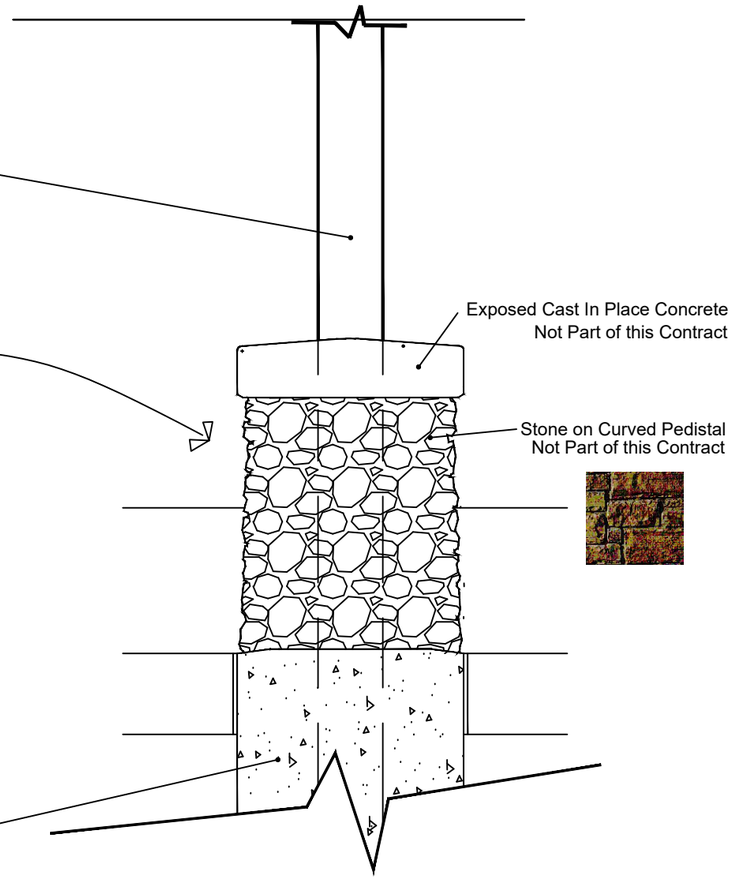
Note: Plaza Edge Varies by Post

Manufacture's post - Size TBD

Note slope on finished concrete includes sloping to future drain slots in sitting wall and to two drains in concrete deck. See other details for those locations.

The at grade sonitube base is to support the future stone and poured in place cap for the pedistal.





This detail is for informational purposes

The Sitting Walls, Above Grade Pedistal is future work that is not part of this contract.

Pedestal Bases (8) with Shade Post

Note: Shade post foundation design by others. This detail suggest how the design shall include a base able to support the future pedestal.

Note: Post locations must be carefully set to be inline with arcs shown in these construction documents.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SHADE POST RELATED DETAILS

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DATE: Jan 9, 2023
SHEET: C7 REV
PROJECT: Gulley Playgd/Ftn

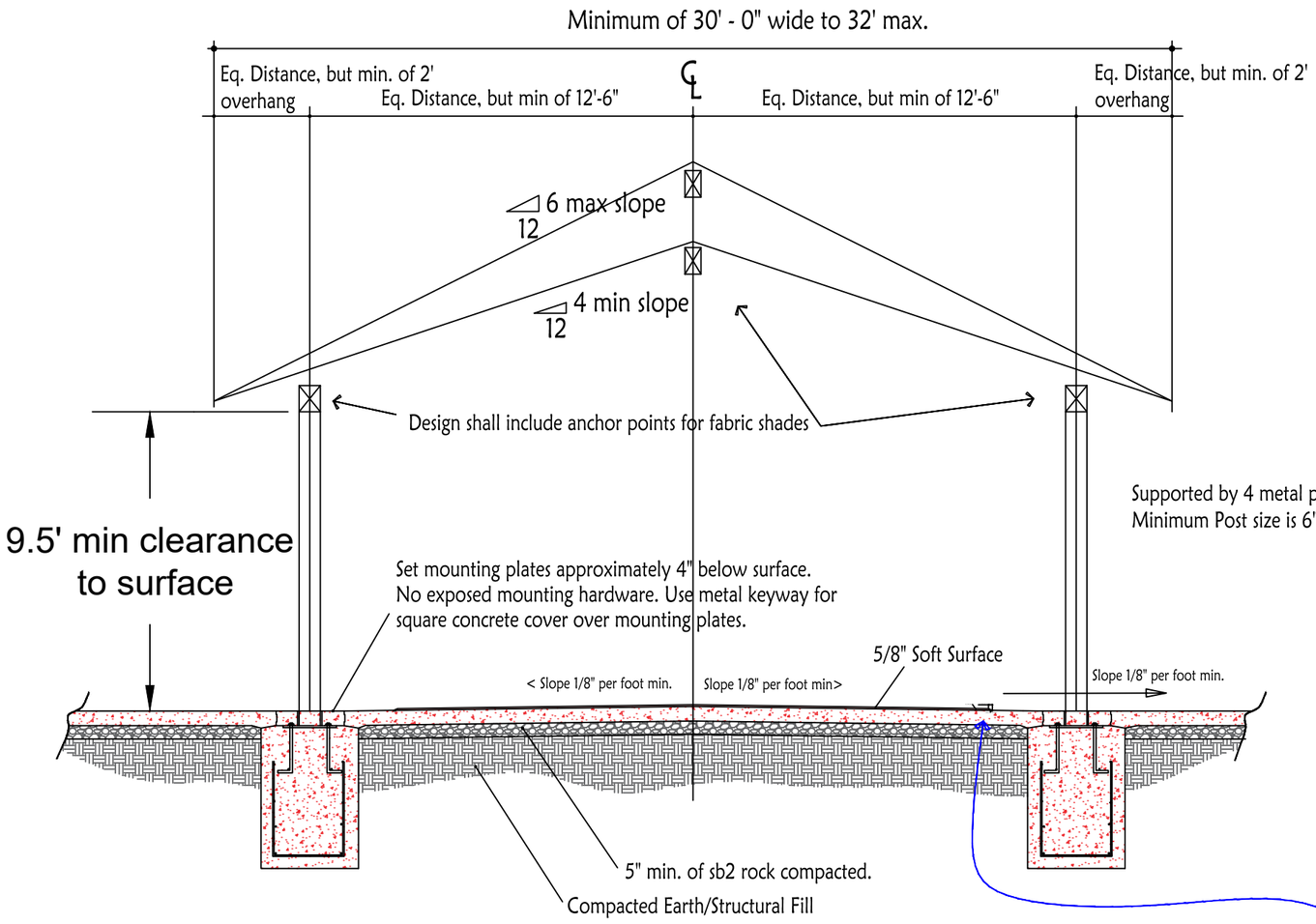
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Note that fabric shades must be mounted a minimum of 10' from the ground on the low side which is at the round pipes. The shade sails also attach to the pavilion which must be engineered to allow the shade fabric to be attached to the metal structure at the gable ends.

Shade fabric shall be fire retardant and pass NFPA 701 and ASTM E84 test. Fabric shall block at minimum 80% of sun rays. UV stabilized. Connections to the shelter shall be clean, free of sharp edges, and professional looking.
Cables, connectors, and tighting devices shall be stainless steel or hot dipped galvanized. 10 year warranty minimum. Roof is multi-ribbed galvanized steel 24 gauge. Color tentatively to be Polygon Patina Green, but may be different selected from standard colors of manufacture.

Metal Pavilion, no wood pavilions. Poligon Rek(www.poligon.com), Smith Steel Works (https://www.smithsteelworks.com) or other pre approved manufactures.

Design for pavilion and shade structures must meet relevant building codes.
See sheet C3A for additional information for gable end.



Pavilion Structure, footers, & foundation per manufacture's drawings which must be stamped by a Arkansas properly Licensed Engineer and designed to meet applicable codes.

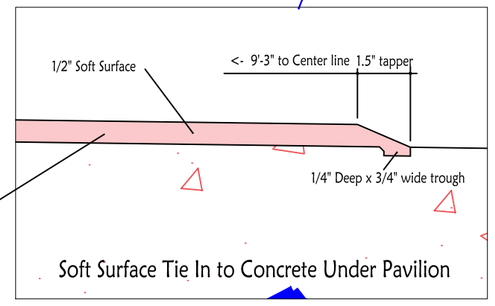
Note: Pavilion shall have a minimum of 1200sf under roof.
Pavilion must meet codes, including 110mph wind load.
Engineer stamped shop drawings including the design of the pavilion, pavilion footings, and shade sales, and support structures must be included in submittal for pavilion.

Pavilion Section - PS1-PS2

0' 1' 2' 3'



Soft Surface under pavilion is a poured-in-place 30% black, 70% colored EPDM rubber granules. Pattern to be provided by owner. Colors expected to include green, red, beige, and blue.



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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PAVILION SECTION

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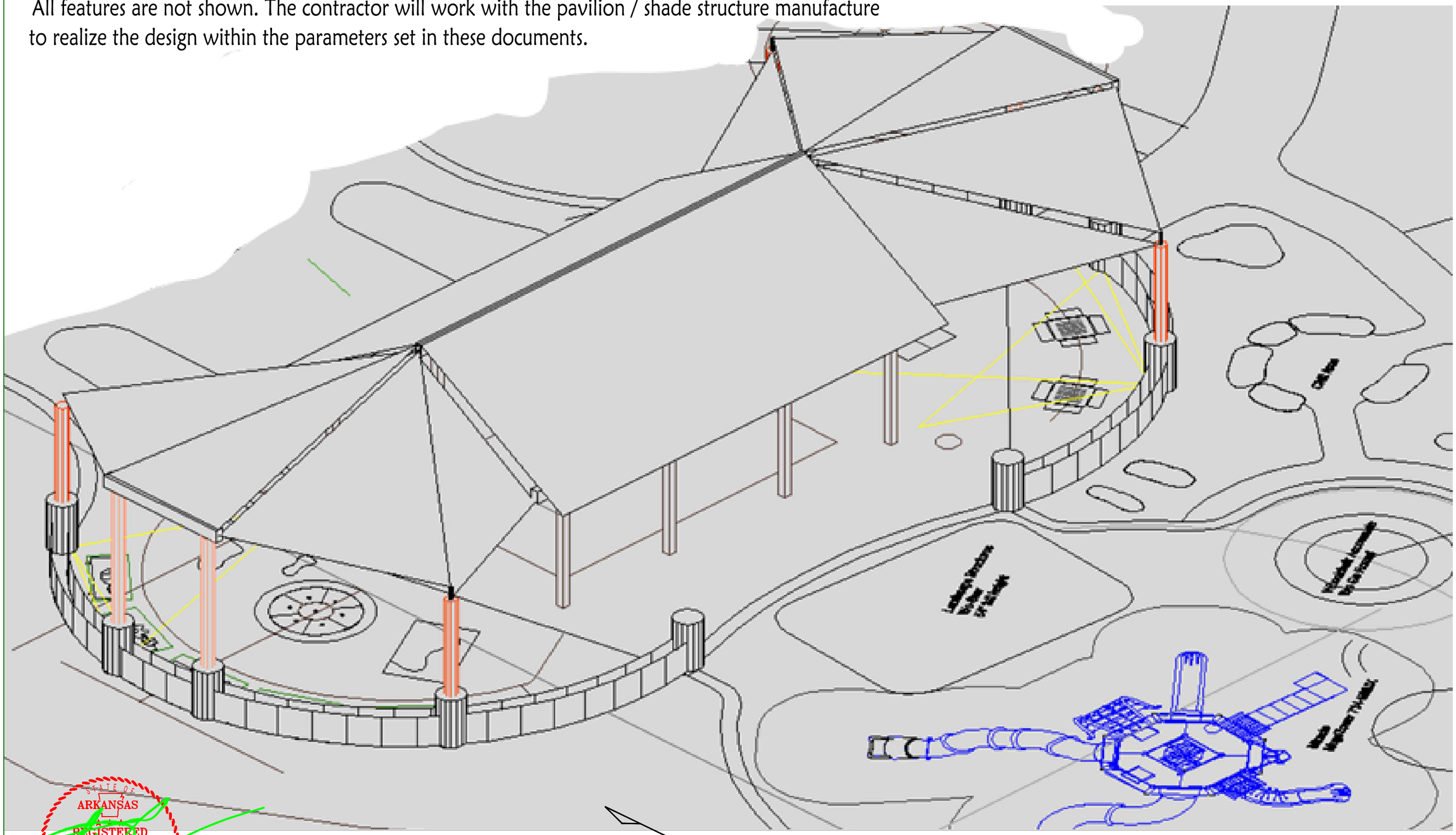
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DATE: July 8, 2022
SHEET: C1
PROJECT: Gulley Playgd/Ftn

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This bird's eye view, and C3, is diagrammatic to give a sense of the overall pavilion and shade structures work.
All features are not shown. The contractor will work with the pavilion / shade structure manufacture to realize the design within the parameters set in these documents.



North

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 10424
MATTHEW D. CASEY

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PAVILION AREA SW VIEW

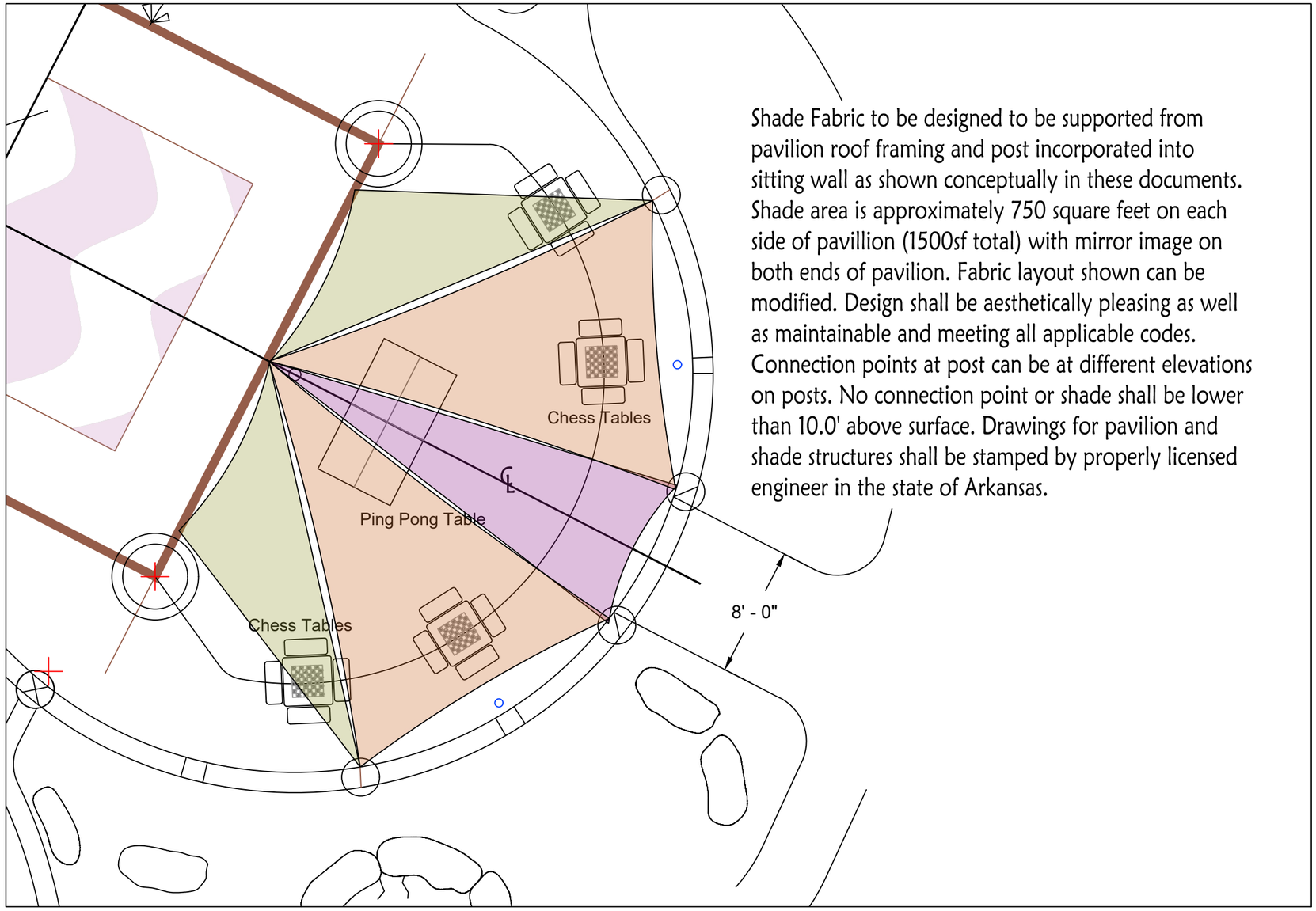
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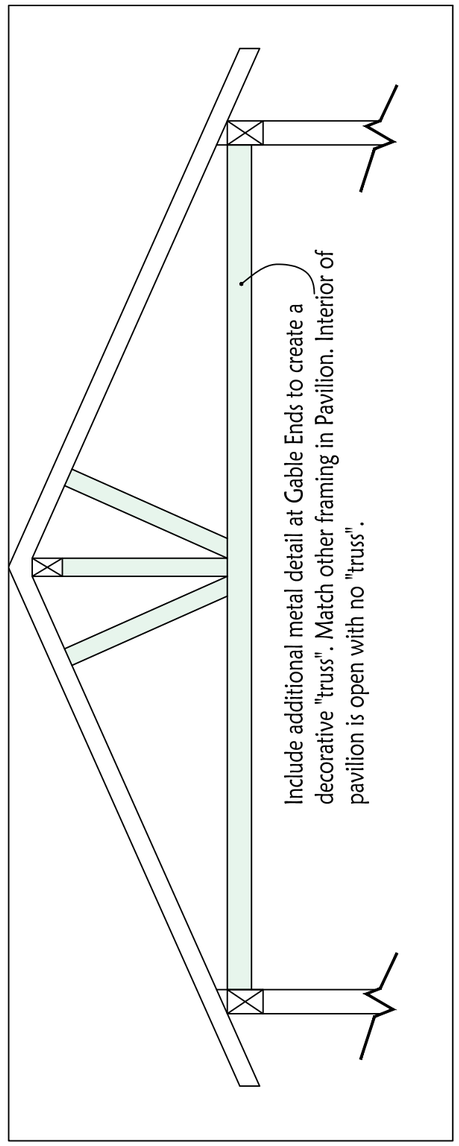
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DATE: July 8, 2022
SHEET: C2
PROJECT: Gulley Playgd/Ftn

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Shade Fabric to be designed to be supported from pavilion roof framing and post incorporated into sitting wall as shown conceptually in these documents. Shade area is approximately 750 square feet on each side of pavillion (1500sf total) with mirror image on both ends of pavilion. Fabric layout shown can be modified. Design shall be aesthetically pleasing as well as maintainable and meeting all applicable codes. Connection points at post can be at different elevations on posts. No connection point or shade shall be lower than 10.0' above surface. Drawings for pavilion and shade structures shall be stamped by properly licensed engineer in the state of Arkansas.



Pavilion Gable End Detail
NTS

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
ADDITIONAL SHADE SALE INFORMATION

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CITY OF FAYETTEVILLE ARKANSAS

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 10424 MATTHEW D. CASEY

DATE: July 8, 2022
SHEET: C3A
PROJECT: Gulley Playgd/Ftn

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Fine grade surface before installing turf for positive drainage to drains and away from hardscape

1329'
~3021 sf Safety Surfacing

Existing Pavilion

B Pit 1

Capped Spare 6" Pipe

Top 1327.75

15"

1328.45

1328'

1328.20

1328.30

1328.33

4" Soc Pipe

Mushrooms

1328.30

Landscape Structures
We-Saw
54" Tall height

1328.65

R 29'- 8"

29' - 4 ½"
To Center of Circle

3'

10'-0"

11'

1'

R 48'- 0"

29' - 7"

5' - 10 ½"

Wheelchair Accessible
We Go Round

R 10' - 9" min.

33°

75°

Miracle
MegaTower 714-580JX

1328.80

1329'

R 4' - 0"

2'- 8"
Typ.

1329.00

16' - 0"

1329.10 Concrete Edge

SUGGESTED LAYOUT P.O.B. >
Existing Playground Slab

Existing Trees

Surface Mount 6' Benchs
Layout approved by LA

NEW COW CLIMBER

NEW STAGE

Center Line

16' - 0"

Flush

4' - 1"

R 8'-0"

8"

45°

Slope 1% >

12' - 0"

R 4'

R 2'-0"

CS1

15' - 10"

CS2

45°

R 9'- 6" min.

11' - 8"

R 4'

Playworld Spinner w/ Floor
~275sf Safety Surfacing

1328.40

R 8'

11'-4"

R 18'

1328.15

1328.10

1328.65

W1

W2

1328.22

1328.45

1328.65

R 24'- 6" R

45°

Ping Pong Table

Chess Tables

1328.45

8' - 0"

4' - 0"

1328.22

Chess Tables

1328.45

R 3'

1328.25

R 34'

1327.20

R 3'

1328.20

1328.28

1328.26

R 3'

1328.30

R 10'

1327.90

R 10'

CA1

CA2

CA3

CA4

8' - 8" +/-

Chill Area

R 1.33'

4'

R 1.33'

1328.20

Equal Dist.

Equal Dist.

3' - 0"

R 6'- 6"

1328.58

R 2'

1328.63

1328.78

3' - 0"

1328.73

R 4'

15' - 6.5"

1328.70

1328.75

5' -0"

1328.75

R 4'

90°

1328.80

1327.20

4'- 0"

Bench

1327.40

Bag Sto

R 37' 8"

3'-0"

5'-0"

4'-0"

4'-0"

5' -0"

R 10'

< 1.0%

R 6'

R 6'

R 1

5' - 0"

1329'

Center swings in swing space. Insure proper fall zones.

Flush

Bounce

Swings

36'-6" minimum

63'-6"

SW1

Swings ~2410 sf Safe
Fall Height 9'-0"

R 6'

1329.00

1329.00

R 6'

1329.00

SW2

- 0"

Shallow Swale

4'x10'x2' deep Infiltration Basins

Existing Sewer Line (~5' cover)

SS

Existing Tre

1329'

Set Concrete Ring Level

NOTE: EXISTING ASPHALT PATH TO RESTROOM IS TO BE REPLACED WITH 6' WIDE CONCRETE PATH
WITH LAYOUT SET IN THE FIELD AND APPROVED BY LANDSCAPE ARCHITECT OR ENGINEER. ELEVATIONS TO BE SIMILAR TO EXISTING WALK.

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
MAIN TOWER PLAY AREA LAYOUT BLOWUP

TITLE:

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CITY OF FAYETTEVILLE ARKANSAS

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SHEET: C4
PROJECT: Gulley Playgd/Ftn

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asily read.

nd

55' - 0"

35'- 7 3/4"

R 16' - 6"
R 14' - 0" +/-

Center Line = ℄

R 2'
R 2'
R 5'
R 3' 9"
R 3' 9"

1328.25

22' - 2"

R 2'-0"

29' 6"

1328.45

R 24' - 6"

11°

R 19' 1/2"

53°

1328.65

29' 6"

1328.45

1328.25

R 24' - 6"

1328.45

1328'

1328.20

1328.30

15"

Top 1327.75

1329'

~3021 sf Safety Surfacing

PD2

Flush

PD1

1328.33

4" Soc Pipe

Mushrooms

1328.30

Capped Spare 6" Pipe

1328.65

R 29'- 6"

Landscape Structures
We-Saw
54" tall height

Equal Distance

21' 11 1/4"

1'-11 1/4" Min
Set on center line of circle

Equal Distance

21' 11 1/4"

1328.65

30'x40' Pavilion

Drains (4)
< Slope 2.0%

Jet Locations - See blowup

R 8'-0"

R 14'-0"

R 4'-0"

Slope 2.0% to drains

~6'

~8'

~6'

1328.05

1327.90

1328'

< Labrinth - Sandblasted 2" Lines - Stained - See blowup for layout

1329'

1328.05

1327.90

Fine grade surface
installing turf for p
drainage to drains
from hardscape

Bench

6"
3'
2'
3'
6"

4'-0"

R 2'

4'

37'-0"

CL

EJ 1327.15

6'-3"

R 2'

3'-0"

5'-0"

Bench

1327.40

1328.45

1328.25

1328.45

1328.22

1328.65

R 24'- 6" R

45°

Chess Tables

Ping Pong Table

Chess Tables

1328.45

1328.22

1328.15

1328.28

1328.10

CA1

CA2

W2

1327.80

1327.75

1327.75

1327.80

R 37' 8"

1328.22

1327.20

4'- 0"

1328.45

8' - 0"

4' - 0"

R 3'

1328.25

R 34'

R 3'

1328.20

1327.20

R 3'

1328.28

1328

R 3'

1328.3

R 10'

1327.90

R 10'

5' -0"

< 1.0%

Slope 1.5% ↗

Surface Mount 6' Benchs
Layout approved by LA

ne grade surface before
talling turf for positive
ainage to drains and away
om hardscape

w existing grade

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PAVILLION AREA LAYOUT BLOWUP

TITLE:

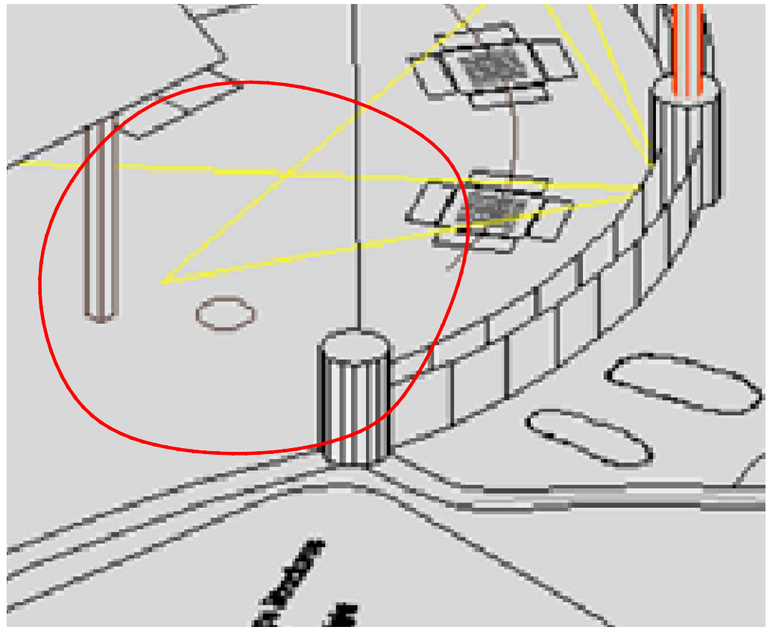
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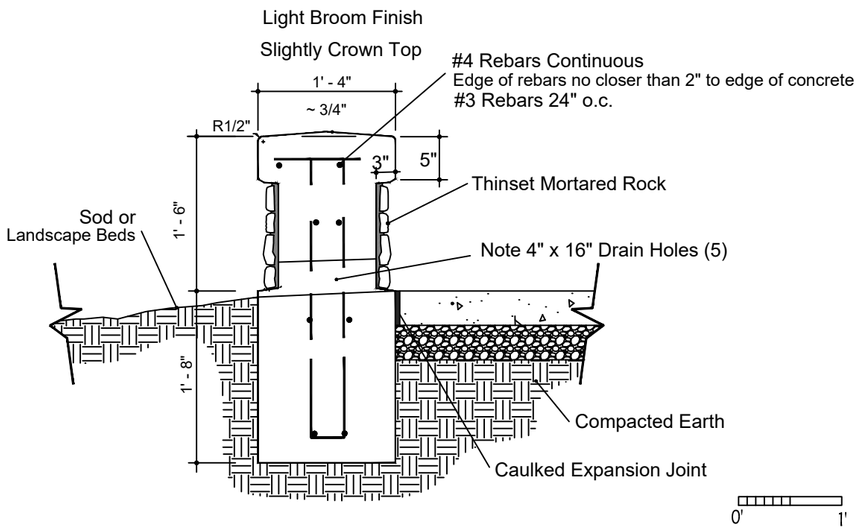
CITY OF FAYETTEVILLE ARKANSAS

REGISTERED LANDSCAPE ARCHITECT
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PROJECT: Gulley Ploygd/Ftn

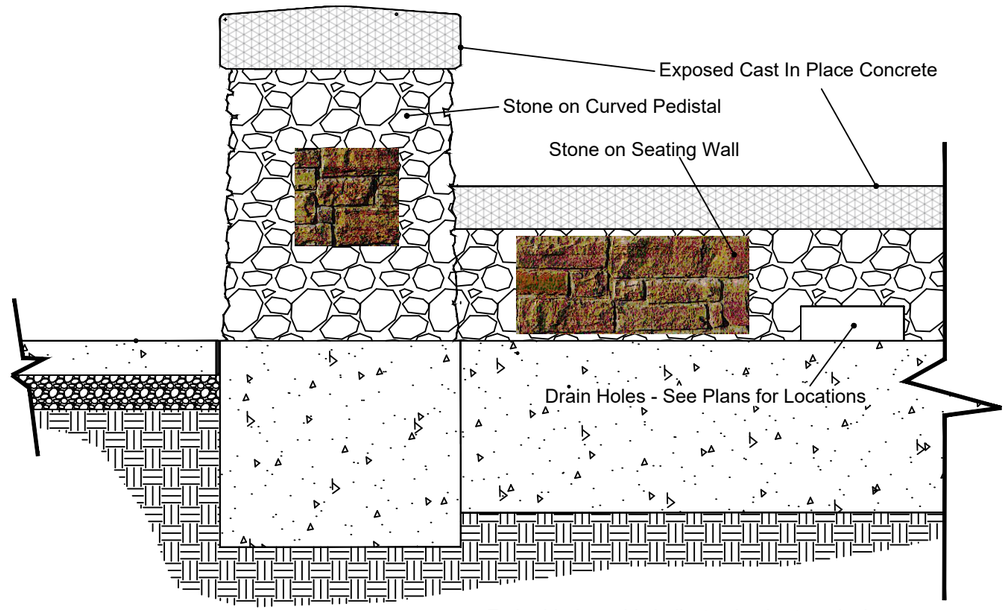


These details are for the ends of the seating walls around pavilion.



Seating Wall Section

This sheet not used. See Sheet C6 REV and C7 REV after Sheet B3



Embedded graphic indicates basic stone look

Elevation of Pedestal and Sitting Wall Stone/Concrete Finishes

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SEATING WALL DETAILS

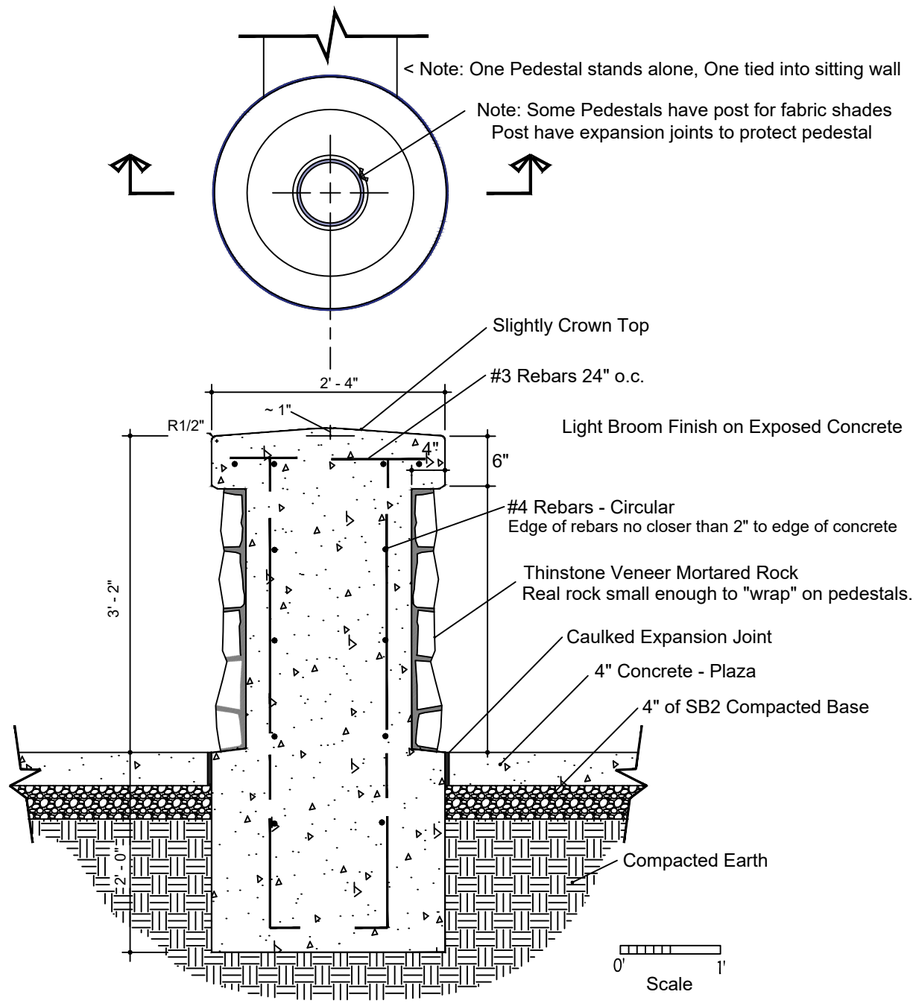
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
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PROJECT: Gulley Playgd/Ftn

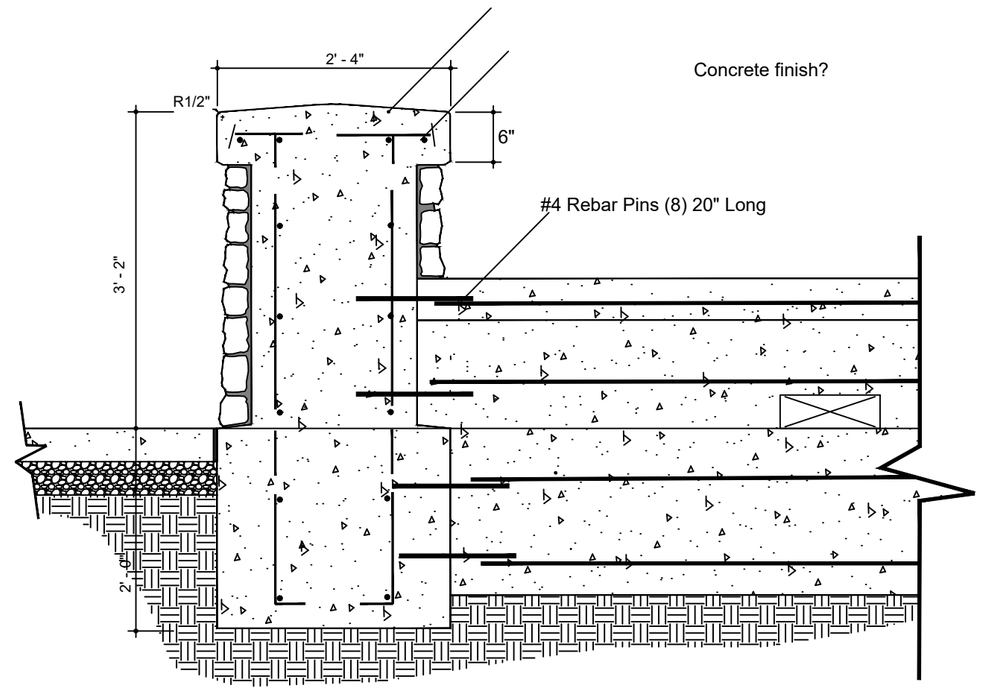
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Pedestals (2)

Note: One Pedestal stands alone, One tied into sitting wall

This sheet not used.
See Sheet C6 REV
and C7 REV after
sheet B3



Section Through Center Line of Pedistal & Seating Wall

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SEATING WALL DETAILS 2

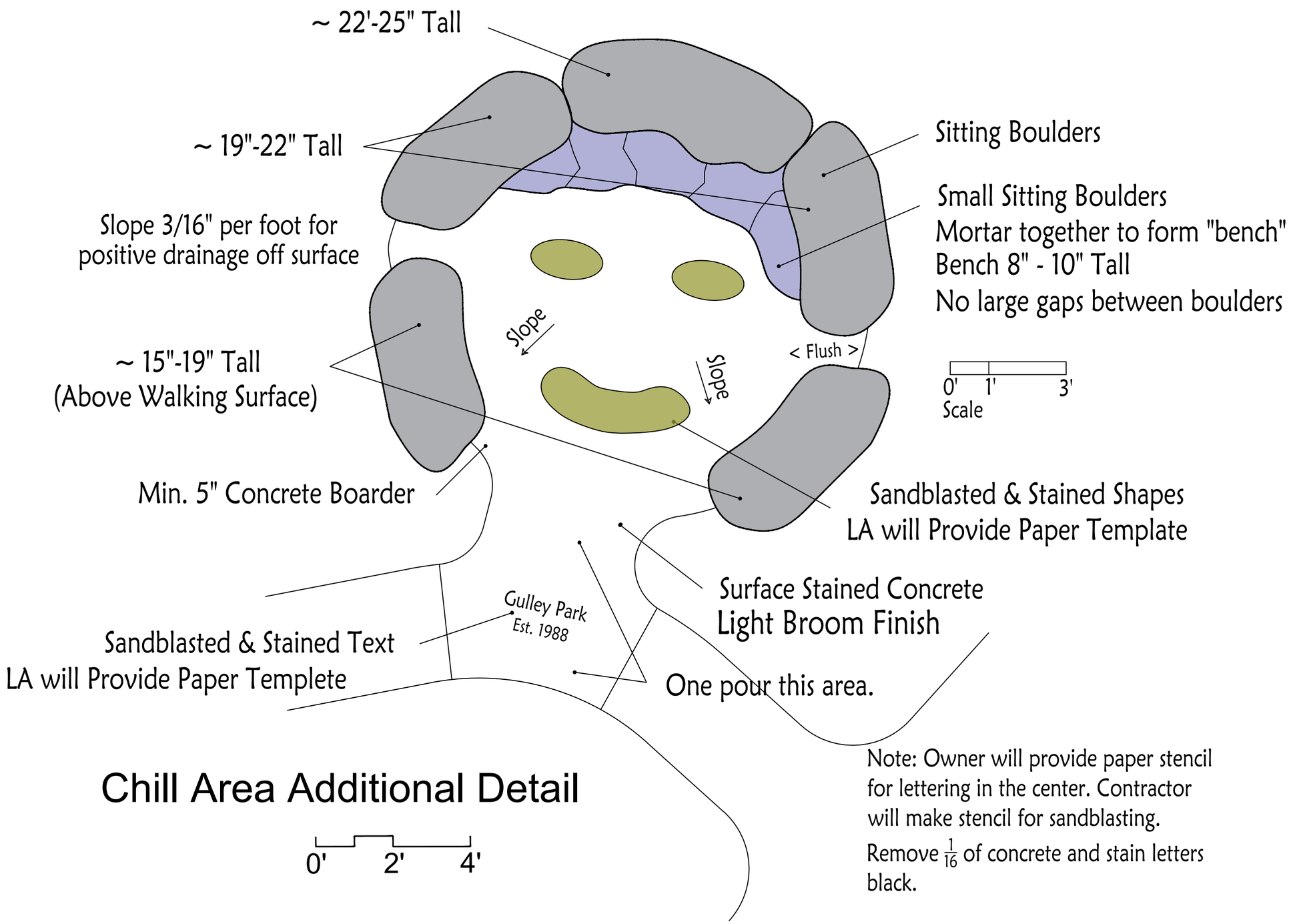
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Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C7
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:10 PM
Foster, Zach



Note: Owner will provide paper stencil for lettering in the center. Contractor will make stencil for sandblasting.

Remove $\frac{1}{16}$ of concrete and stain letters black.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CHILL AREA ADDITIONAL LAYOUT DETAIL

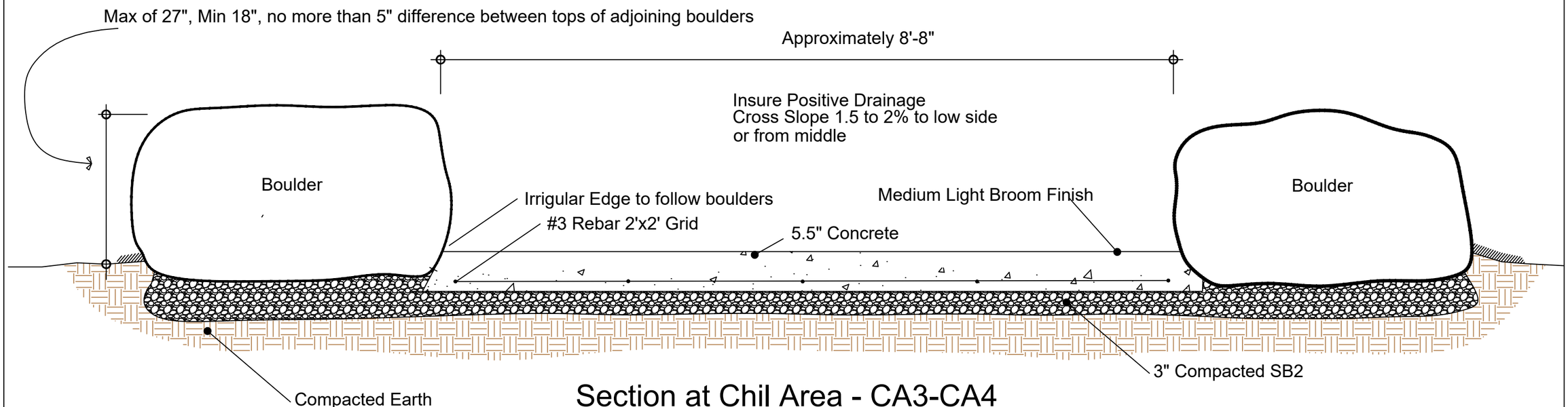
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CITY OF FAYETTEVILLE ARKANSAS

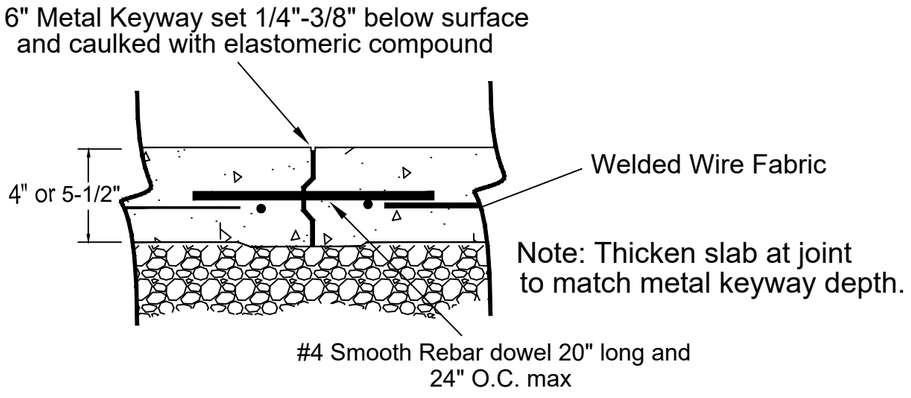
DATE: July 8, 2022
SHEET: C8
PROJECT: Gulley Playgd/Ftn

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Foster, Zach



Section at Chil Area - CA3-CA4

Not to scale



H - H1 Metal Keyway Joint

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CHILL AREA SECTION & METAL KEYWAY

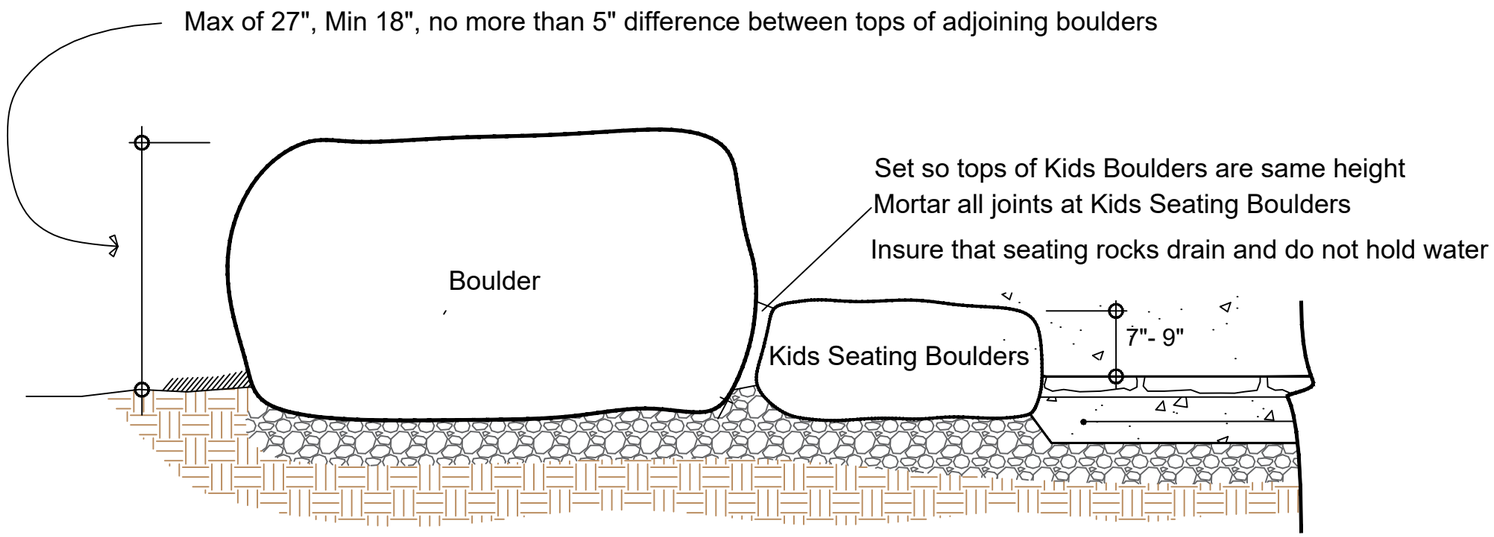
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CITY OF FAYETTEVILLE ARKANSAS

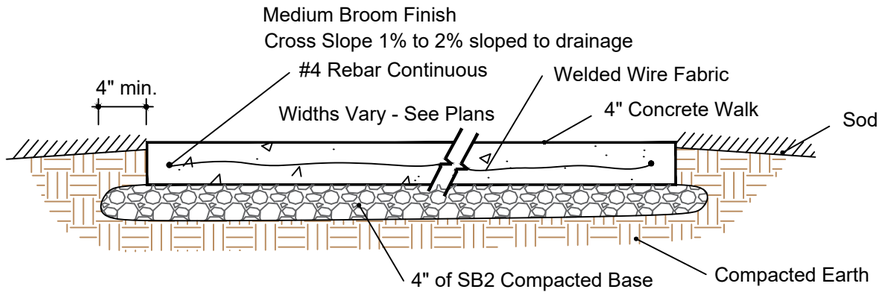
DATE: July 8, 2022
SHEET: C9
PROJECT: Gulley Playgd/Ftn

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Foster, Zach

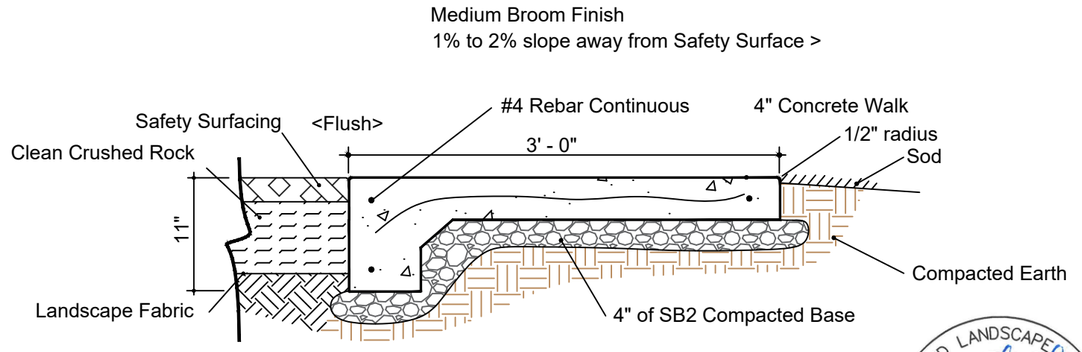


Section at Chill Area - CA1 - CA2

Not to scale



Playground Walks (Not against play areas)



Section - Circular Sidewalk at WeGoRound \

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CHILL SECTION & PLAYGROUND WALK DETAILS

TITLE:

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Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C10
PROJECT: Gulley Playgd/Ftn

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Foster, Zach

drainage to drains and away
from hardscape

1328.05
1327.90
1327.30
39'-0"
19'-0"
Throw Lines
Junior Senior
6"
3'
2'
3'
6"
" Lines - Stained - See blowup for layout
1328.05
1327.90
Bench
~905sf of Artificial Turf
over min. 4" clean compacted rock
4'-0"
Score Lines 1/2" Deep
5' - 0" Typ.
9' - 0" Typ.
Slope 1.5% >
4'-0"
4'-0"
27' - 0"
R 2'
4'
CL
EJ
1327.15
1327.80
1327.75
37'- 0"
6'-3"
R 2'
Score Tower (3)
1327.75
1327.80
1326.80
Bag Toss Playing Board (6)
4'-0"
4'-0"
5'-0"
3'-0"
12'-0"
6" x 5.5" deep concrete boarder
R 37' 8"
1327.20
1328.22
4'- 0"
Bench
1327.40
Pitcher's Box is 3'x4' and defined with trawled score joints.
Boards are 2'x4'
1328.00
Bag Storage - Match little library by bridge / parking lot
1328.45
R 3'
R 34'
1327.20
1328.45
1328.25
R 3'
1328.20
8' - 0"
Slope 1.5% >

GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:8 PM
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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BAG TOSS AREA LAYOUT BLOWUP

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CITY OF FAYETTEVILLE ARKANSAS

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: C11
PROJECT: Gulley Playgd/Ftn

- Regulation ACA size and slope
- All concrete construction with polished concrete surface
- Sealed with two coats of concrete sealer
- Minimal maintenance required
- Easy bag removal
- Sloped bag area sheds water and will not harbor animals
- Optional bike deterrent block

B.Y.O. Bags™
All Concrete Cornhole Game
byobagsgame.com



Most popular model



Brown (SB4) shown
Also available in Mesa Buff (SB2)
Other colors available by special order



Standard white shown
Colors available by special order


Sloped bag drop. Sheds water and will not harbor animals.


Optional bike deterrent



Logos available. Call for more information and quote.

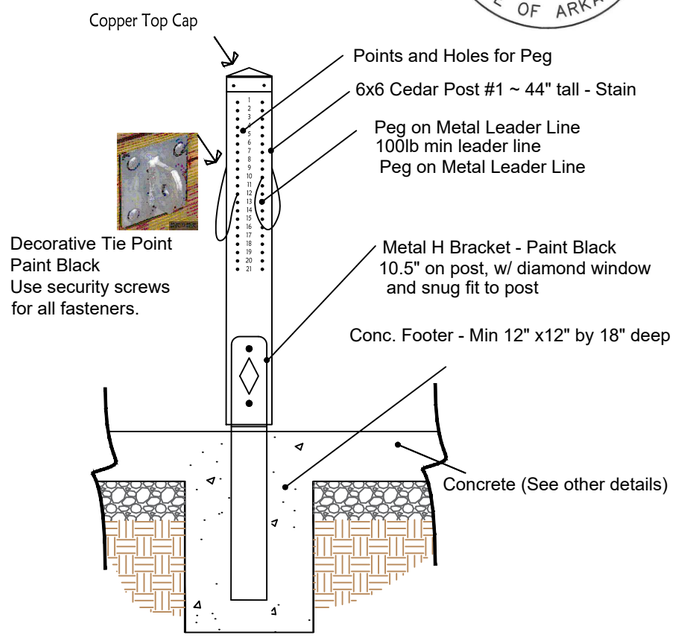




Doty&Sons Concrete Products, Inc. 1275 E. State Street Sycamore, IL 6017

Install Bag Toss Boards so they are flush with Concrete

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22



Budget for two colors of stain for Post and Storage

Bag Toss Score Post


Use Gulley Park Little Library as Template. Do Post and H Bracket to match Bag Toss Post

Bag Toss Storage

Bohlmann
Model #: CHB-Set
www.bohlmann.com

Doty & Sons
Model #: BYOB5531
www.dotyconcrete.com





Bohlmann or Doty & Sons or Approved Equal



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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BAG TOSS DETAILS

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C12
PROJECT: Gulley Playgd/Ftn

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Gulley Park
Playground Improvements

Conceptual Outline



Inclusive See-Saw



Ping Pong Table



Mega Tower



Chess Tables



Parent/Child Swing



Traditional Swing



Inclusive Merry-Go-Round



Cone Spinner



Tire Swing



Inclusive Swing

This is a conceptual overview and does not necessarily reflect actual equipment specified or layouts

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PLAYGROUND CONCEPTUAL OVERVIEW

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Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C13
PROJECT: Gulley Playgd/Ftn

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Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951





Insure that playground equipment is installed with proper fall zone requirements. Note the placement of this playground piece has the center of the roof structure set on the center line of the pavilion. Any equals submitted shall also have to maintain that relationship.

Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Mirracle MegaTower, Landscape Structures Tower, or Approved Equal

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
MEGA TOWER

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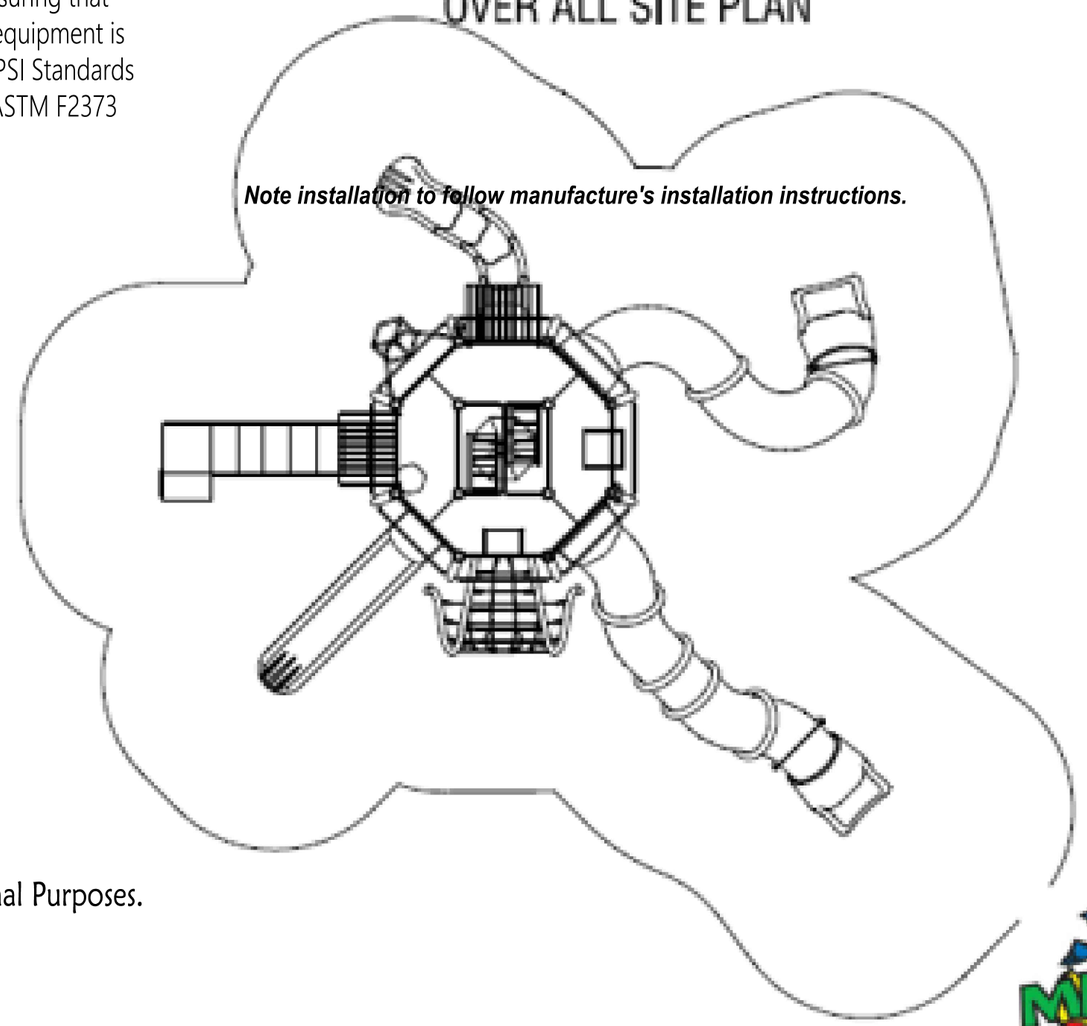
DATE: July 8, 2022
SHEET: C14
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 5:13 PM GulleyConsDrawingsSecondSection80522.dwg

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

OVER ALL SITE PLAN

Note installation to follow manufacture's installation instructions.



This Sheet Provided for Informational Purposes.

Play Area Capacity: 75-85

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

714-S580J

GROUND SPACE: 33' X 31'
PROTECTIVE AREA: 48' X 46'

✓ COMPLIES TO CPSC
✓ COMPLIES TO ASTM
✓ COMPLIES TO ADA

DESIGNED FOR AGES 5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE

TYPE: 0 QUANTITY: 0

DATE: 10/17/2017

SCALE: 1"=6'-0"

CINDI SHEET 1 of 2

Mirracle MegaTower, Landscape Structures Tower, or Approved Equal

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
MEGA TOWER INFORMATION 2

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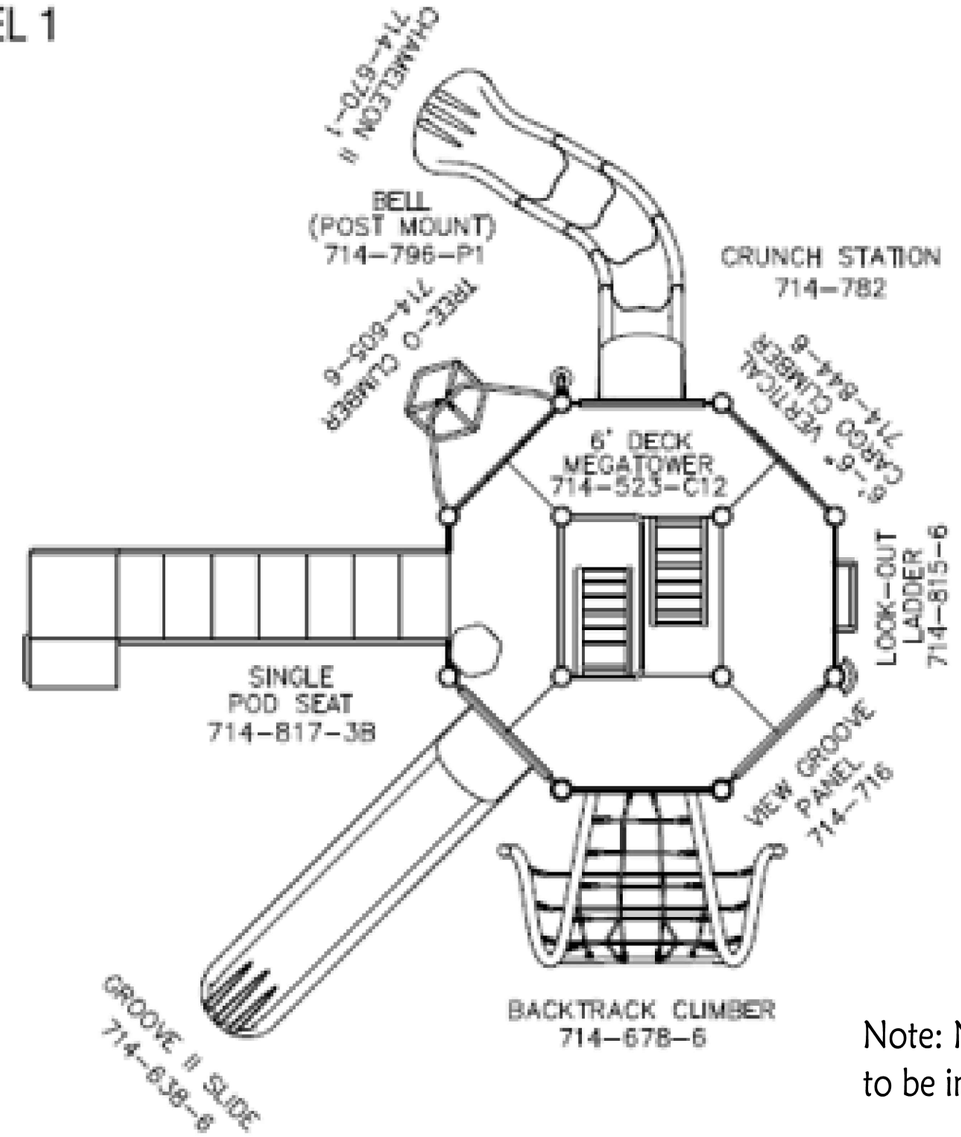
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C15
PROJECT: Gulley Playgd/Ftn

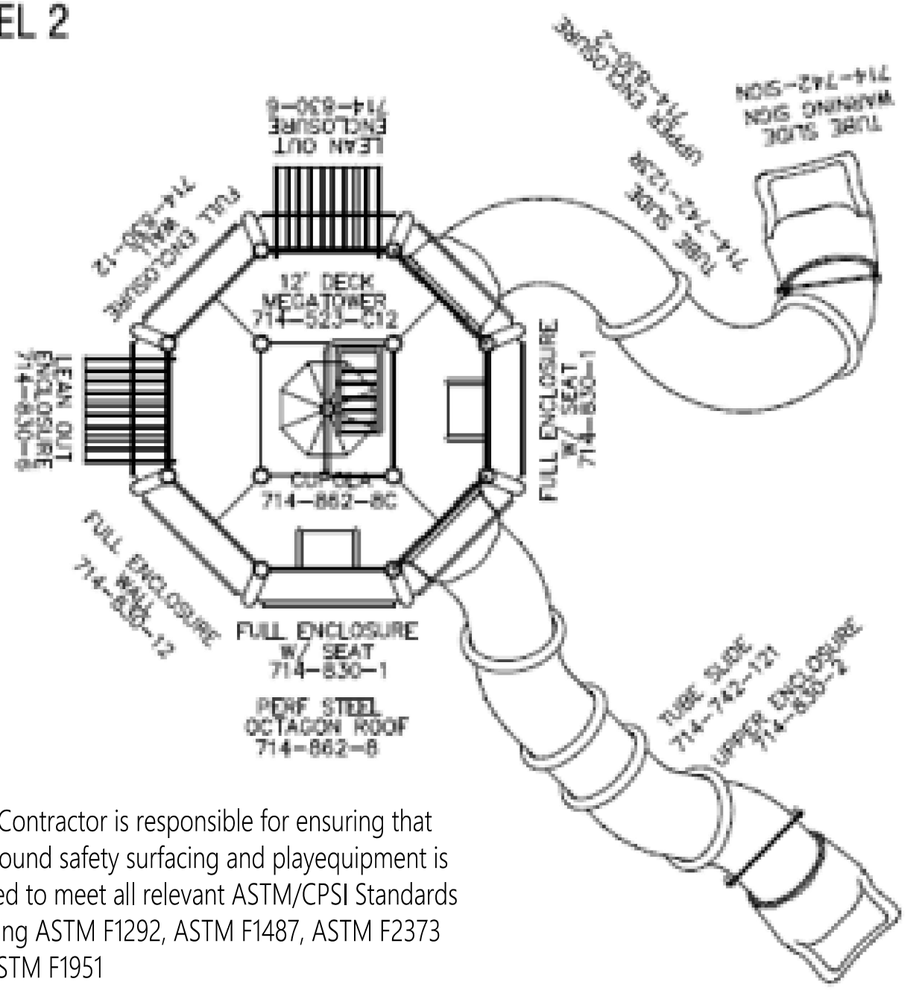
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LEVEL 1



LEVEL 2



Note: Contractor is responsible for ensuring that playground safety surfacing and playeequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

This Sheet Provided for Informational Purposes.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

714-S580J

10/17/2017 | SHEET 2 of 2

Mirracle MegaTower, Landscape Structures Tower, or Approved Equal

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
MEGA TOWER INFORMATION 3

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C16
PROJECT: Gulley Playgd/Ftn

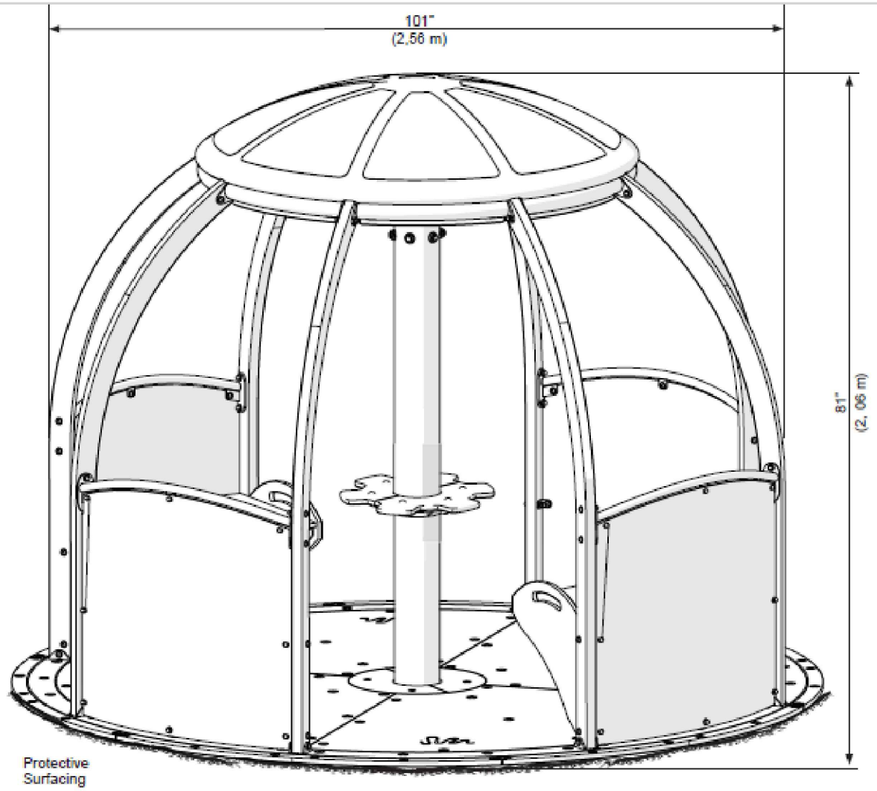


landscape structures

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



Scan the QR Code to the right, or type the URL into a browser to view the video

https://bit.ly/2ESCwd0

Kids in Motion **248819 We-Go-Round™ w/ Perf Panels** Page 1

801 7th Street South, Delano, Minnesota 55328-8805 888-574-4878 LSI Install Help 888-438-8574 LSI Direct 763-972-5200 Intl. FAX (763) 972-5185
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Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Insure that playground equipment is installed with proper fall zone requirements.

Landscape Structures We-go Round (Or Approved Equal)

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Equals shall have a top or roof.

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TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
We-Go-Round 1

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1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

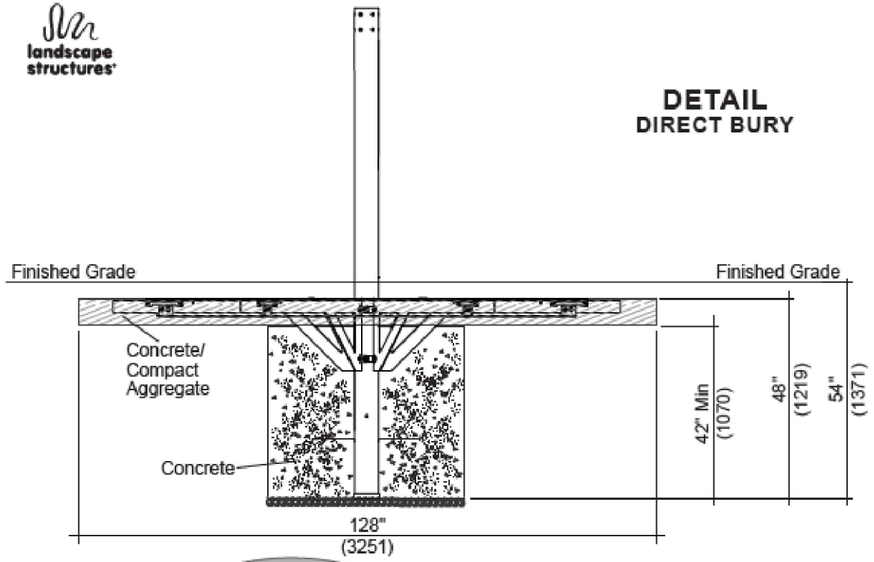
DATE: July 8, 2022
SHEET: C17
PROJECT: Gulley Playgd/Ftn

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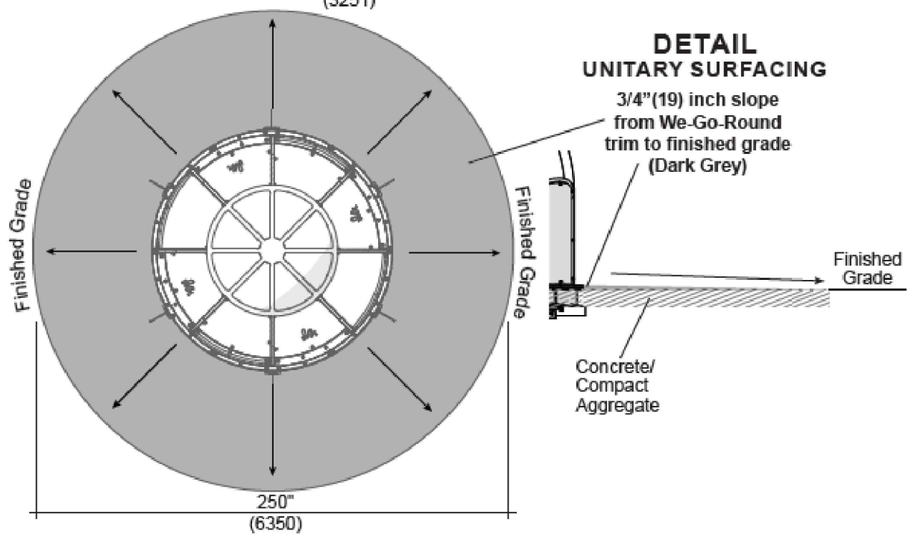
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DETAIL
DIRECT BURY



DETAIL
UNITARY SURFACING

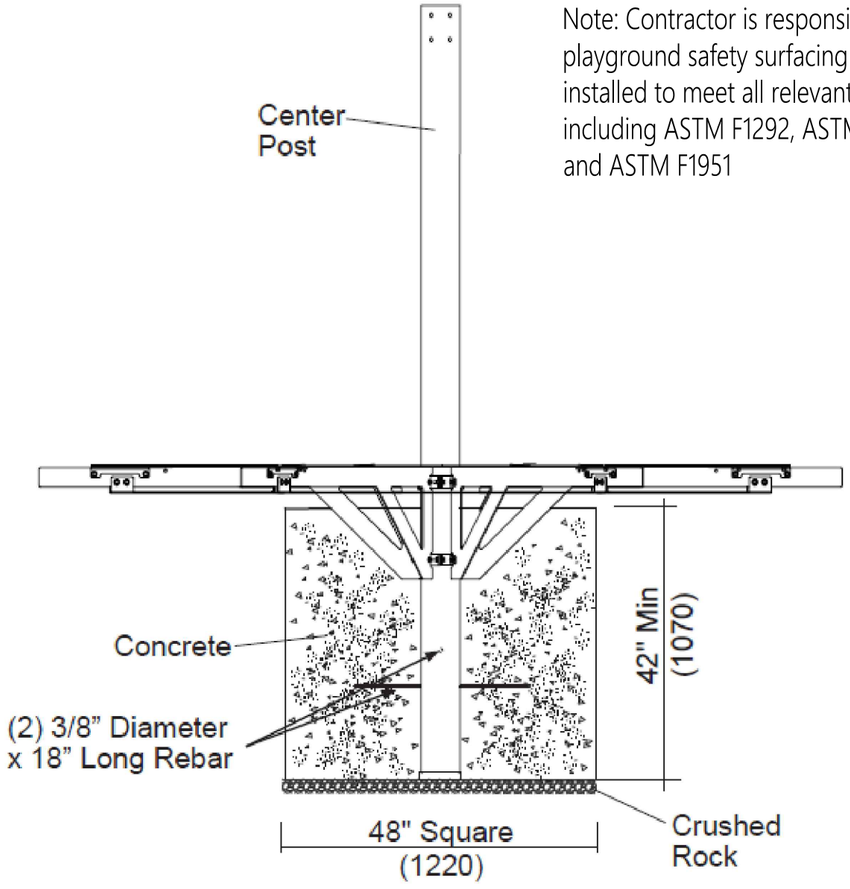


Kids in Motion **248819 We-Go-Round™ w/ Perf Panels** Page 3

801 7th Street South, Delano, Minnesota 55328-8805 888-574-4678 LSI Install Help 888-438-8674 LSI Direct 763-972-5200 Int. FAX (763) 972-3186
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landscape structures

DETAIL
DIRECT BURY



Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Kids in Motion **248819 We-Go-Round™ w/ Perf Panels** Page 2

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This Sheet Provided for Informational Purposes.

Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Landscape Structures We-go Round (Or Approved Equal)

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

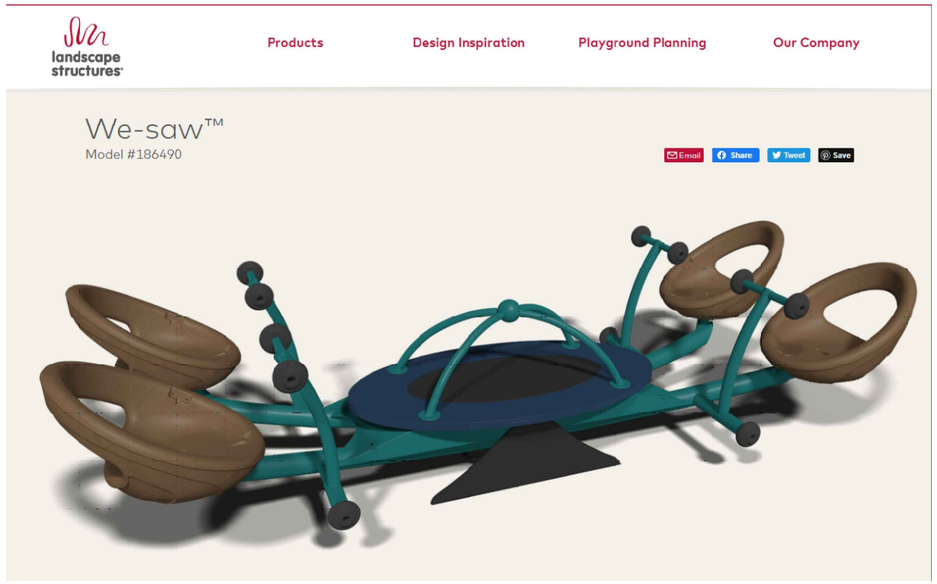
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PLAYGROUND AND SPLASH PAD IMPROVEMENTS
WE-GO-ROUND 2

REVISED

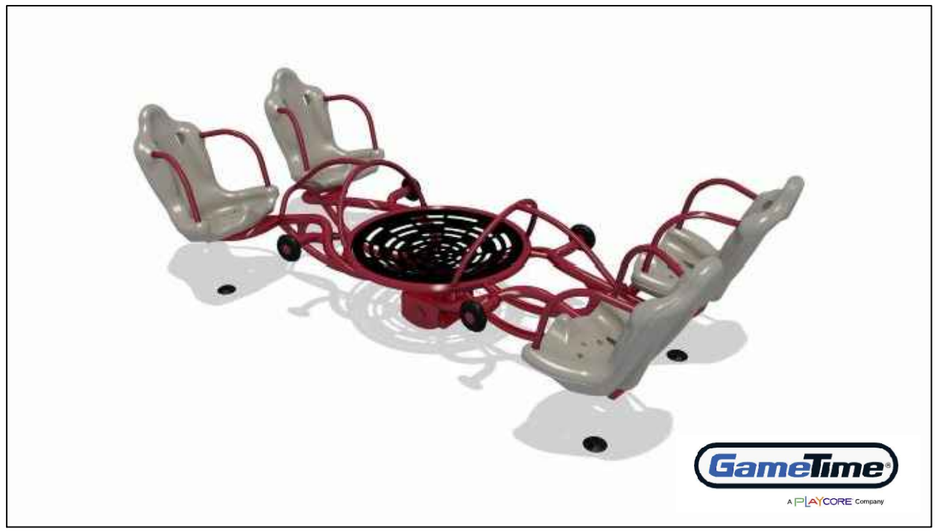
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Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **C18**
PROJECT: Gulley Playgd/Ftn



We-Saw
Model # 186490
www.playlsi.com



RoxAll See Saw
Model # 6245
www.gametime.com

Visit gametime.com for more information

Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Insure that playground equipment is installed with proper fall zone requirements.

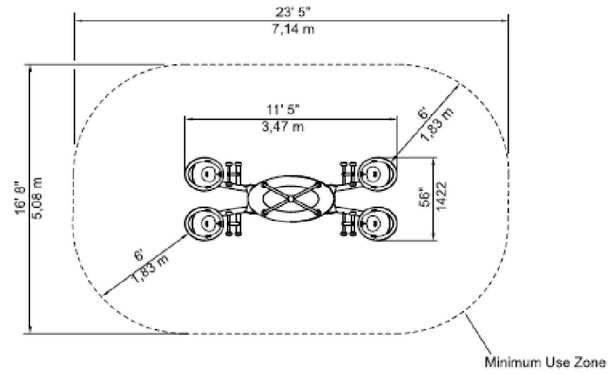
landscape structures

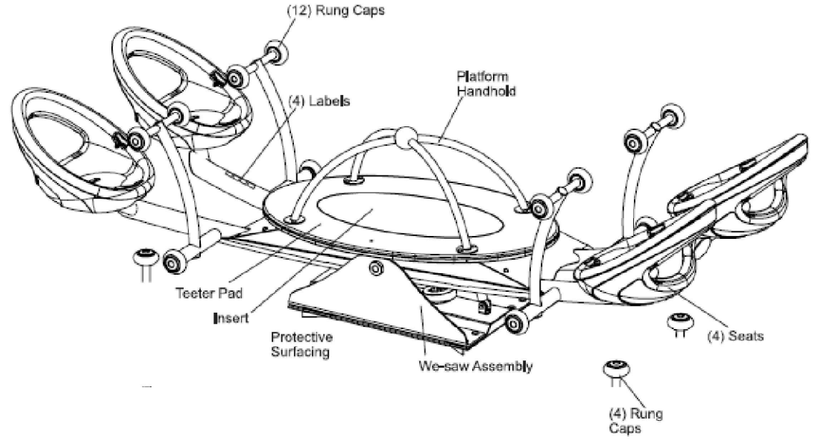
ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

PLAN VIEW





Kids In Motion **186490 We-saw™** Sheet 1 of 3

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Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

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Landscape Structures We-saw, GameTime RoxAll See Saw, or Approved Equal

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CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
WE SAW 1

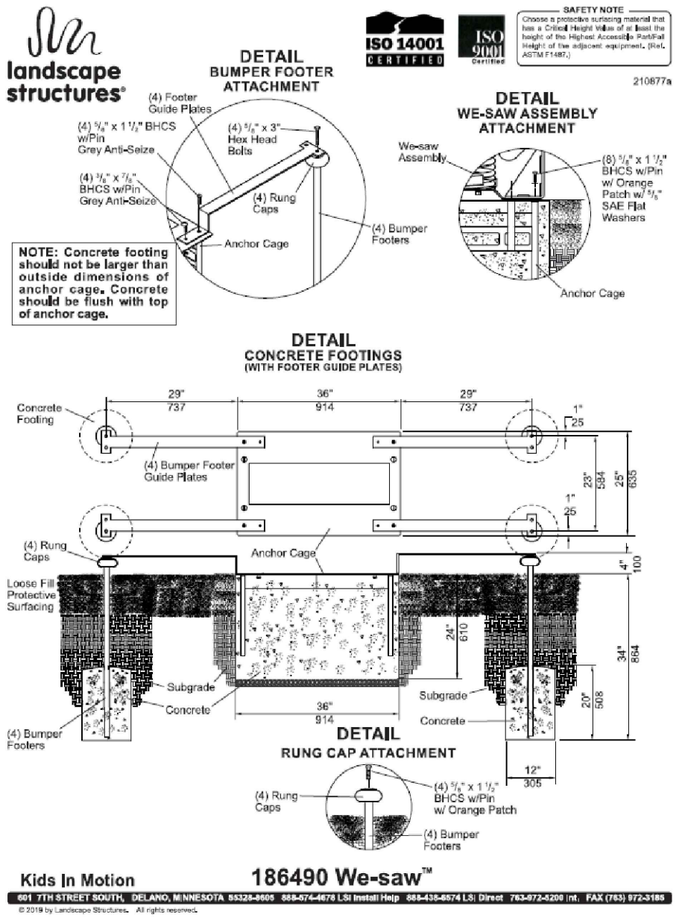
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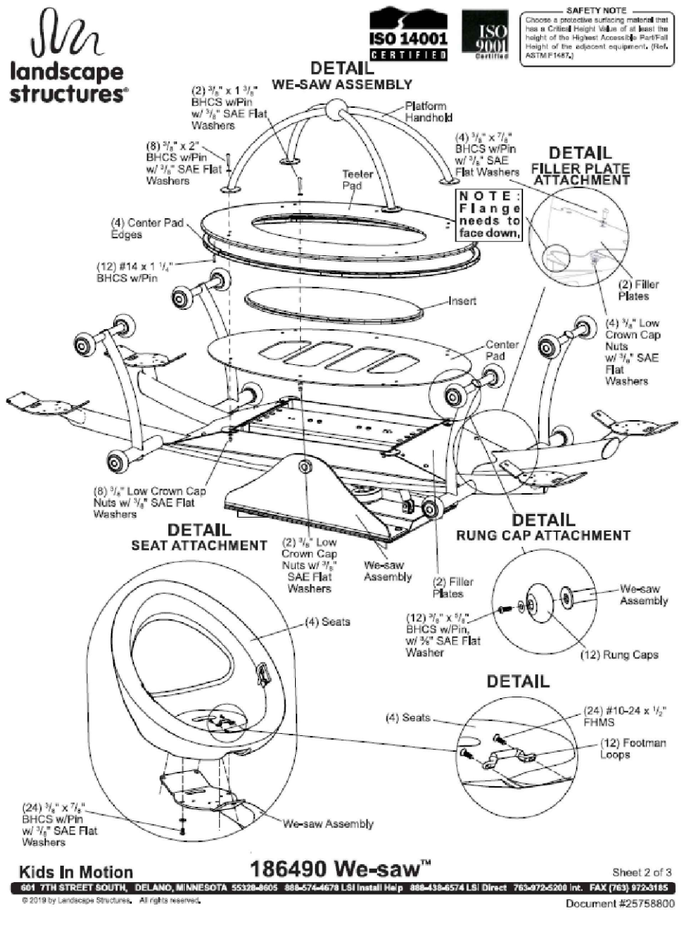
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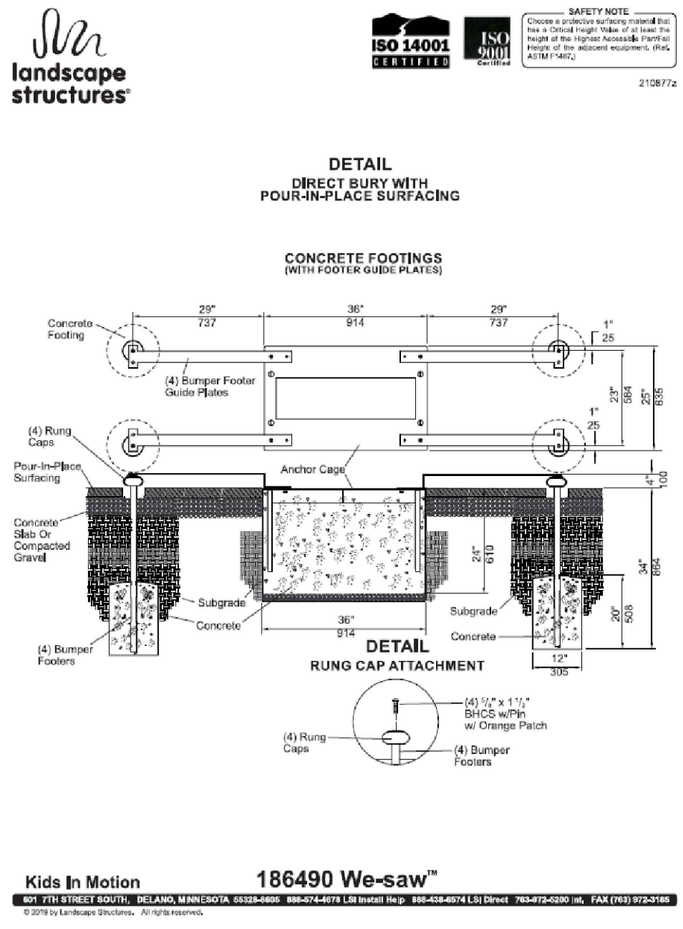
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **C19**
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:28 PM
Foster, Zach







Note: Not all installation instructions shown. Playground Equipment to be installed following the manufactures recommendations.

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

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Landscape Structures We-saw (Or Approved Equal)

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
WE SAW TWO

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1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C20
PROJECT: Gulley Playgd/Ftn

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Cyclo Cone Base Climber
Model # 306-1
www.miracle-recreation.com

Visit miracle-recreation.com for more information



Cyclo Spinner w/ Floor
Model # ZZXX0911
www.playworld.com

PLAYWORLD SYSTEMS
www.playworldsystems.com

Product Specifications

©Playworld Systems, Inc. Monday, July 06, 2020

CONE SPINNER W/ FLOOR

ZZXX0911

Frame - 1.90" x 13 ga.
Shall be an all welded assembly fabricated from 1.90 in outside diameter x 13 gauge galvinized steel tubing (See Steel Tubing) and 7 gauge zinc plated balck sheet steel.. Finished with a baked on superdurablepolyester powder coating. (See Superdurable Polyster Powder Coat Finish).

Bearing Cover Casting
Cast of regular 319 (319.0-F) aluminum. ASTM Specifications: B-26. Federal. Specifications: QQ-A-601.

Cone Spinner Net
Shall be manufactured of 16 mm rope with aluminum connectors.

Plate - 8 Gauge Galv Sheet Steel
Shall be fabricated from 8 guage galvanized hot rolled flat steel. Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Post - 5" OD x 11 ga.
Shall be fabricated from 5" O.D. x 11 gauge galvanized steel tubing, finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish). Material shall be 1010 - 1026 low carbon steel per ASTM A513.

Assembly - Cone Spinner Bearing
Shall be an assembly fabricated of 5 in. outside diameter, 7 gauge galvanized steel tubing (See Tubing); bearing unit shall be 4340 annealed steel and bearing post support fabricated from carbon steel and finished in zinc plating.

5" Bearing Wedge
Shall be fabricated from mild grade carbon steel made from either 1018, A36 or 1215 and finished with a zinc plating.

Plastic Panel - .75 in. Anti-Skid
Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined with a nonskid surface. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point).

photo not available

* See Note

Component Number:	ZZXX0911
Specification Rev:	NA
Component Weight:	366.10 Lbs.
Amount of Concrete:	1.17 Yds.
Pre-Consumer Recycle:	80.16 Lbs.
Post-Consumer Recycle:	81.45 Lbs.
CO2e Footprint:	8,431.10 Kgs.

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Cone Spinner w/Floor	ZZXX0911	5-12	18'10"x 18'10" (5,74m x 5,74m)	6'11"x 6'11"x 8'1" (2,1m x 2,1m x 2,47m)	5'0" (1,52m)	1	7	9	367 lbs (167kg)

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

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Playworld Cone Spinner w/ Floor, Miracle Recreation Cyclo Cone Base Climber, or Approved Equal

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CONE SPINNER W Floor 1

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Fayetteville, AR 72701
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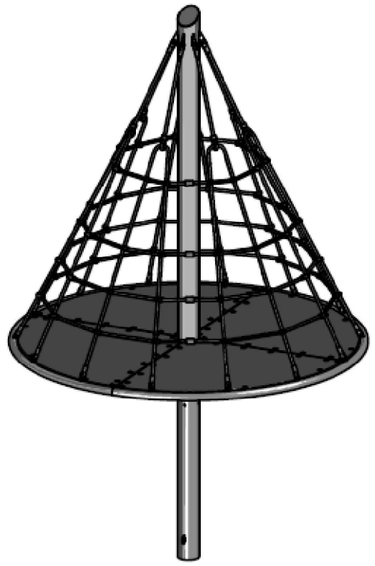
DATE: July 8, 2022
SHEET: C21
PROJECT: Gulley Playgd/Ftn

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PLAYWORLD
The world needs play.

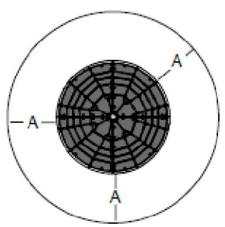
Installation Instructions

Model ZZXX0911 - Cone Spinner w/ Floor
Model 306-1 - Cyclo Cone Base Climber
Model 200203546 - ZoomTwist w/ Floor



Assembly View

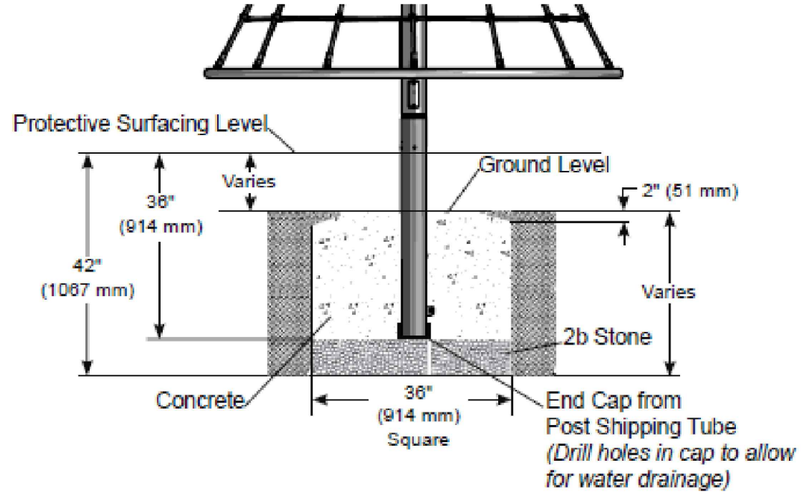
Equipment Use Zone
A - (ASTM) 72 in. (1829 mm)
(CSA) 2700 mm
(EN) 2000 mm



Installation Preparation

Recommended Crew:	Three (3) adults
Installation Time:	9 man-hours
Concrete Required:	1.17 cubic yard (0,89 cubic meters)
Use Zone:	Refer to Adjacent Detail
User Group Age (years):	ASTM/CSA: 5-12, EN: 6-14

Installation Instructions



Cone Spinner Support Post Footing Detail (ASTM/CSA)

FOOTING NOTES

- Support post footing depth equals 42 in. (1067 mm) less the depth of the protective surfacing material. The post is designed to have 24" (610 mm) in concrete.

Insure that playground equipment is installed with proper fall zone requirements.

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Playworld Cone Spinner w/ Floor (Or Approved Equal)

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
CONE SPINNER WITH FLOOR 2

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1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C22
PROJECT: Gulley Playgd/Ftn

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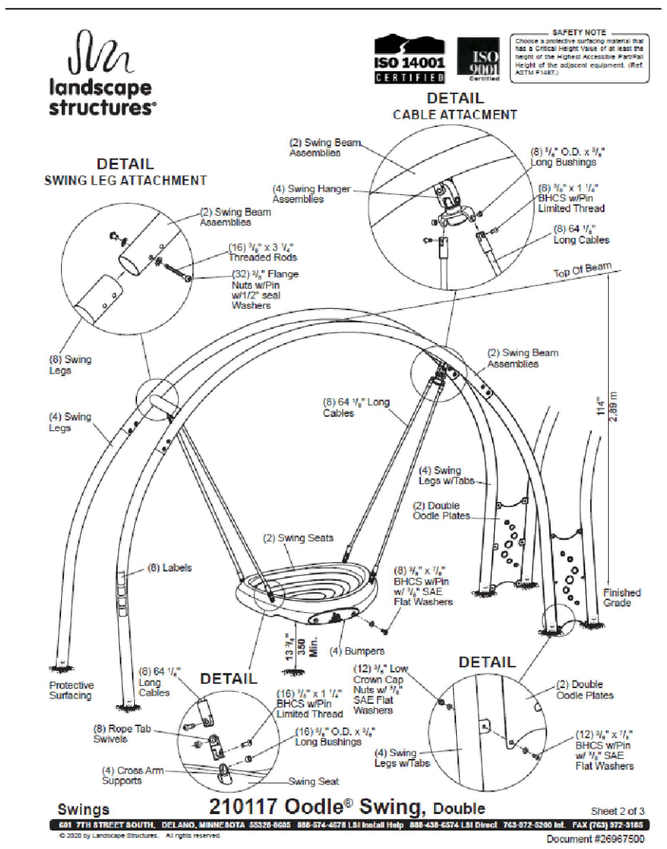


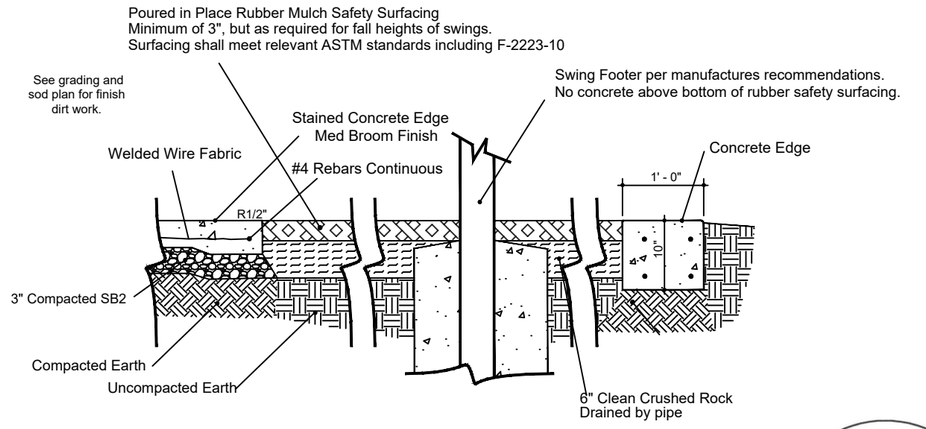
Oodle Swing
Model # 173592
www.playlsi.com



Hybrid Swing
Model # U100L108
www.blueimp.com

NOTE: Swings consist of four bays. Bays on the end are 8'-0" mounting height. One end bay has two tot swings and the other end bay has the circular swing (Hybrid, Oodle, etc.). The two middle bays are 9-0" mounting height. The two middle bays have two typical belt swings in each bay.





Swing Bay Section



Landscape Structures Oodle, Bule Imp Hybrid Swing, or Approved Equal

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS 1

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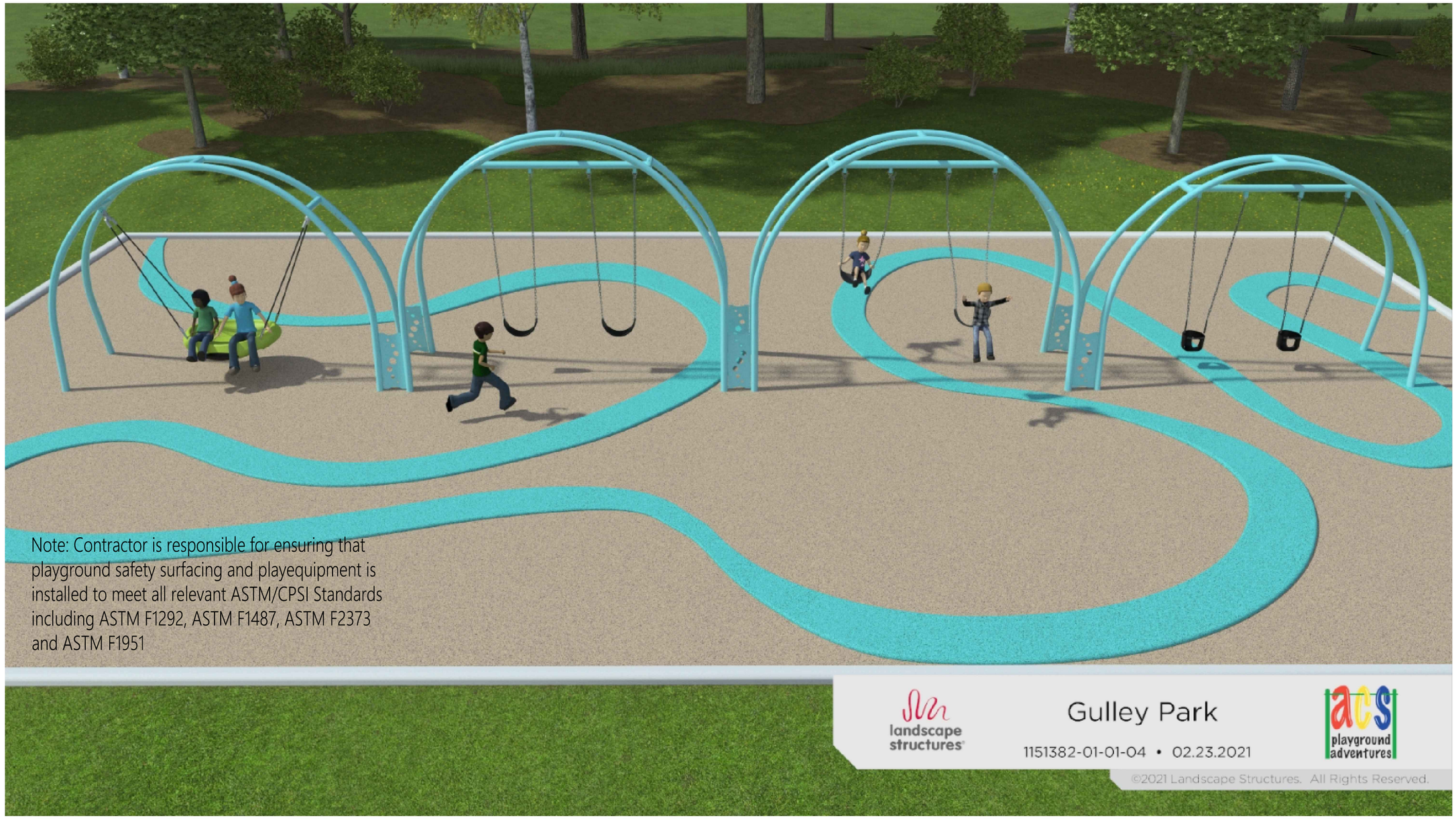
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C23
PROJECT: Gulley Playgd/Ftn

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Foster, Zach

Note the two middle bays have a 9' height for the swings. Eight foot height not acceptable for middle bays.



Conceptual Rendering of Swings

Surfacing is not representative of this project.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS Conceptual RENDERING

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DATE: July 8, 2022
SHEET: C24
PROJECT: Gulley Playgd/Ftn

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Bag Storage - Match little library by bridge / parking lot

Ping Pong Table

4" Soc Pipe

Mushrooms

Chess Tables

Landscape Structures
We-Saw
54" Tall height

Flush

1328.33

1328.45

1328.30

1328.15

1328.28

1328.22

1328.45

1328.45

8' - 0"

4' - 0"

R 3'

1328.25

R 34'

1327.20

R 3'

1328.20

slope 1.5% >

Flush
Dowel Connection

1328.28

1328.26

R 3'

1328.30

5' -0"

1327.90

R 10'

1328.10

CA1

CA2

CA3

CA4

8' - 8" +/-

Chill Area

1328.20

R 1.33'

4'

R 1.33'

3' - 0"

< 1.0%

R 10'

R 6'

R 36' +/-

Existing Light Pole

Existing 8' Concrete Path

Existing Pipe Under 8

1328.65

W2

W1

Wheelchair Accessable
We Go Round

30" [76.2 cm]

5' - 10 ½"

29' - 7"

Miracle
MegaTower 714-580JX

R 10' - 8" min

53"

75°

Equal Dist.

Equal Dist.

R 6'- 6"

1328.78

3' - 0"

1328.73

1328.80

R 4'

15' - 6.5"

1328.58

1328.63

R 2'

1328.70

Swings

Flush

5' - 0"

1328'

Thickened-Edge (CA1-CA2)

Center swings in swing space. Insure
proper fall zones.

R 6

R 3'

1328.10

R 3'

Four 4'x10'x20" deep rock chambers

Note: Low

1.0% >

1328.75

5' - 0"

1328.75

R 4'

1328.70

90°

1328.80

11'-4"

R 8'

1328.40

36'-6" minimum

SW1

63'-6"

Swings ~2410 sf Safety Surfacing
Fall Height 9'-0"

R 6'

1329.00

1329.00

R 18'

R 8'-0"

8"

Slope 1% >

12' - 0"

45°

Flush

R 2'-0"

R 4'

15' - 10"

15"

CS2

45°

R 9' - 6" min

Set Concrete Ring Level

Existing Sewer Line (~5' cover)

Existing Tree

Existing Walk

- 0"

Shallow Swale >

4'x10'x20' deep Infiltration Basins

SW2

R 6'

1329.00

North

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS AREA BLOWUP

TITLE:

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Fayetteville, AR 72701
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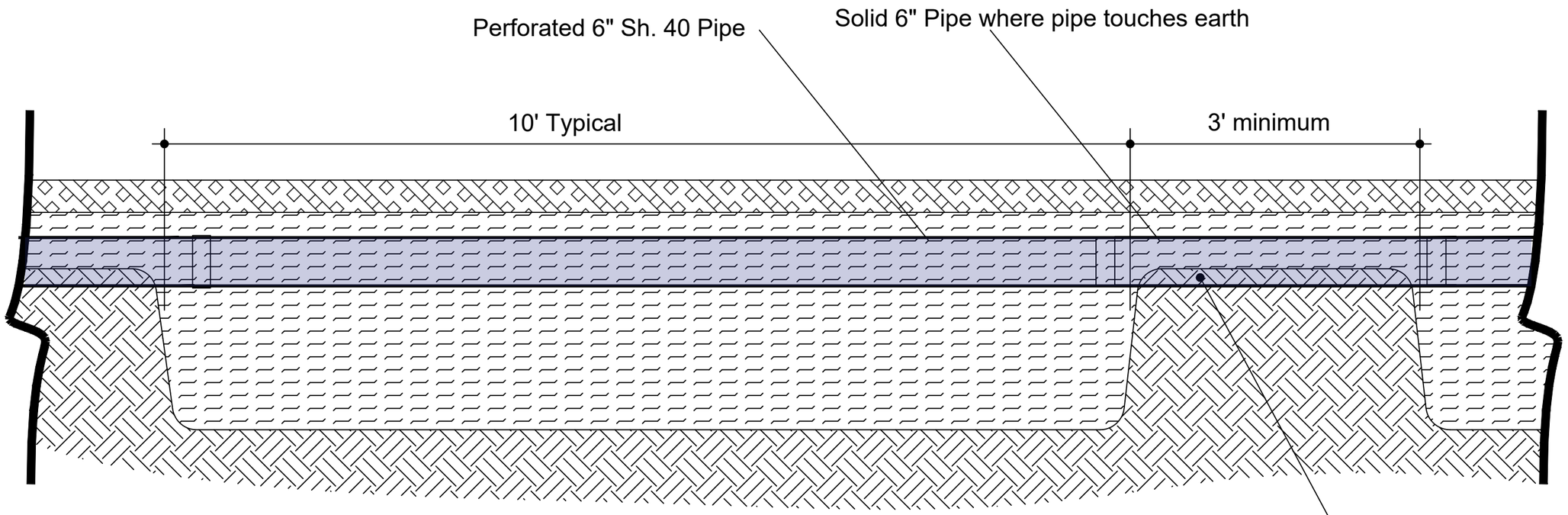
DATE: July 8, 2022
SHEET: C25
PROJECT: Gulley Playgd/Ftn

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Swing Basins = 4'x10'x1.67'=66.8cf x .40 =26.7cf x 4 basins = 106.8 cf of storage

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

Note slight slope downward to the north. Adjust infiltration basins as necessary.



Section at Swings through infiltration Basin

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS INFILTRATION BASIN SECTION 1

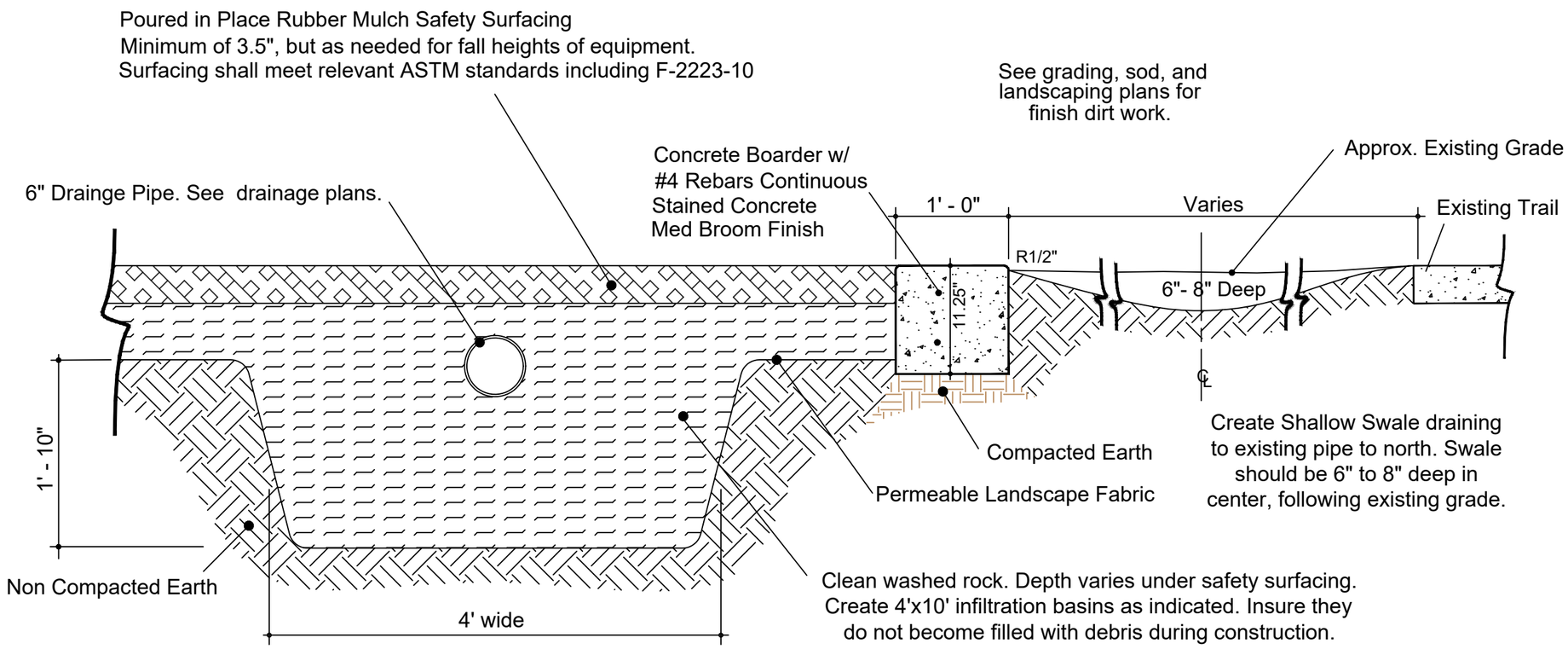
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DATE: July 8, 2022
SHEET: C26
PROJECT: Gulley Playgd/Ftn

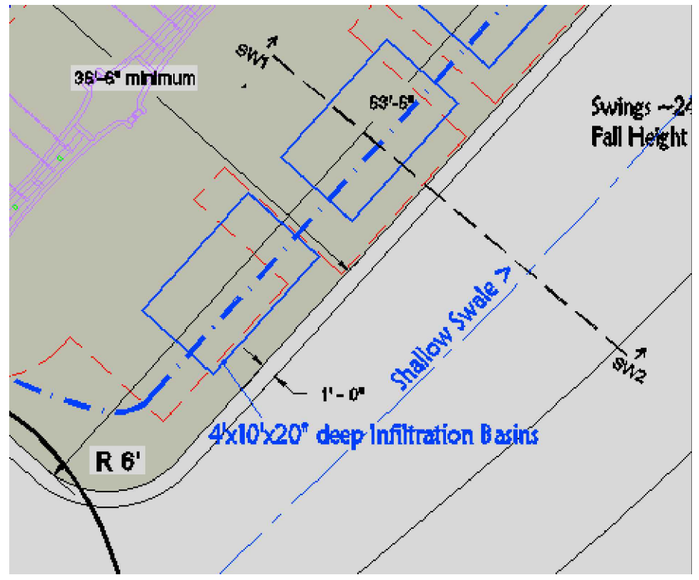
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Section at Swings SW1-SW2

Note: Swing height in the middle bay is 9'. The other bays are to be treated as 8' as a minimum. If contractor adjusted the thinkness of the safety surface it must be done below grade so that the top of surface remains smooth and consistent. Pack the rock in in no more than 6" lifts. Use sandbags and/or other measures to keep storm water from flowing into clean rock before construction is complete.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22



Location Detail - See Other Details/Plans

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
SWINGS INFILTRATION BASIN SECTION 2

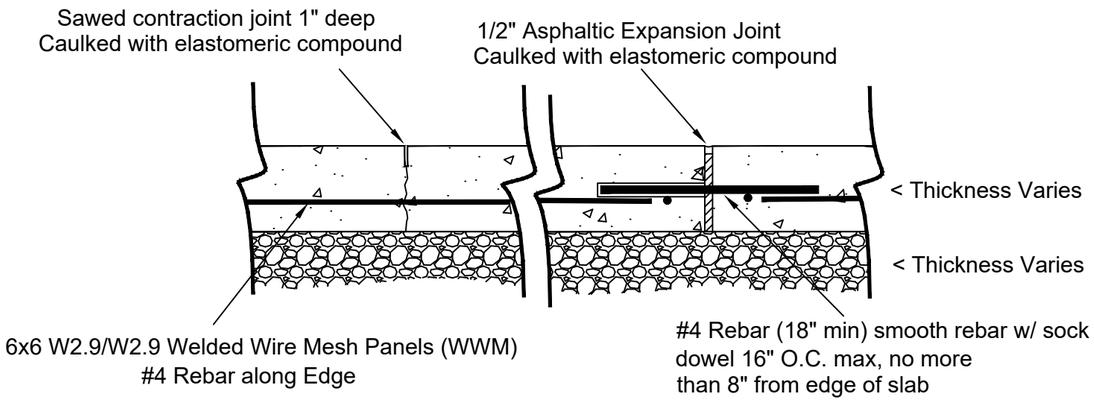
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SHEET: C27
PROJECT: Gulley Playgd/Ftn

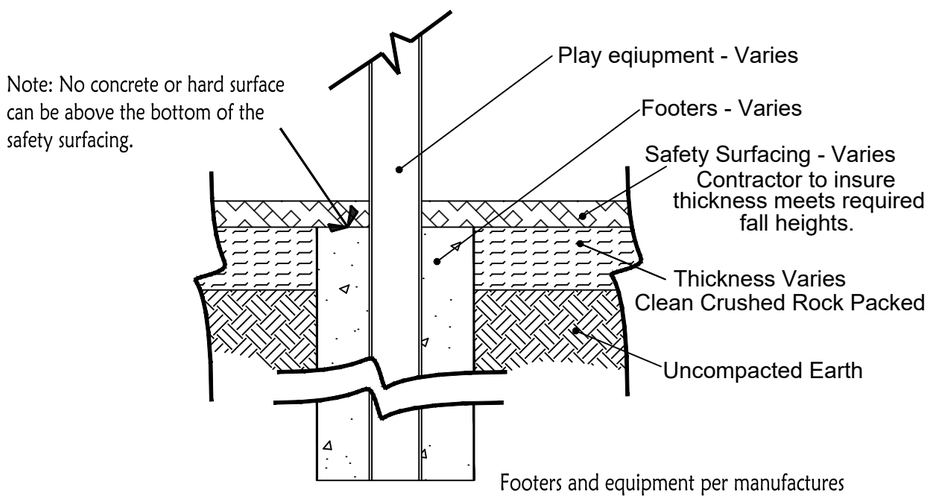
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Foster, Zach



Sawcut Contraction Joint / Expansion Joint

Note: All expansion joints, including sidewalks, receive the rebar dowels as specified above.

Playground Equipment mounted per manufactures recommendations.



Footers and equipment per manufactures recommendations which shall meet relevant ASTM standards including F-1487-11

Playground Safety Surfacing & Footers

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
General Joint / Footers Details

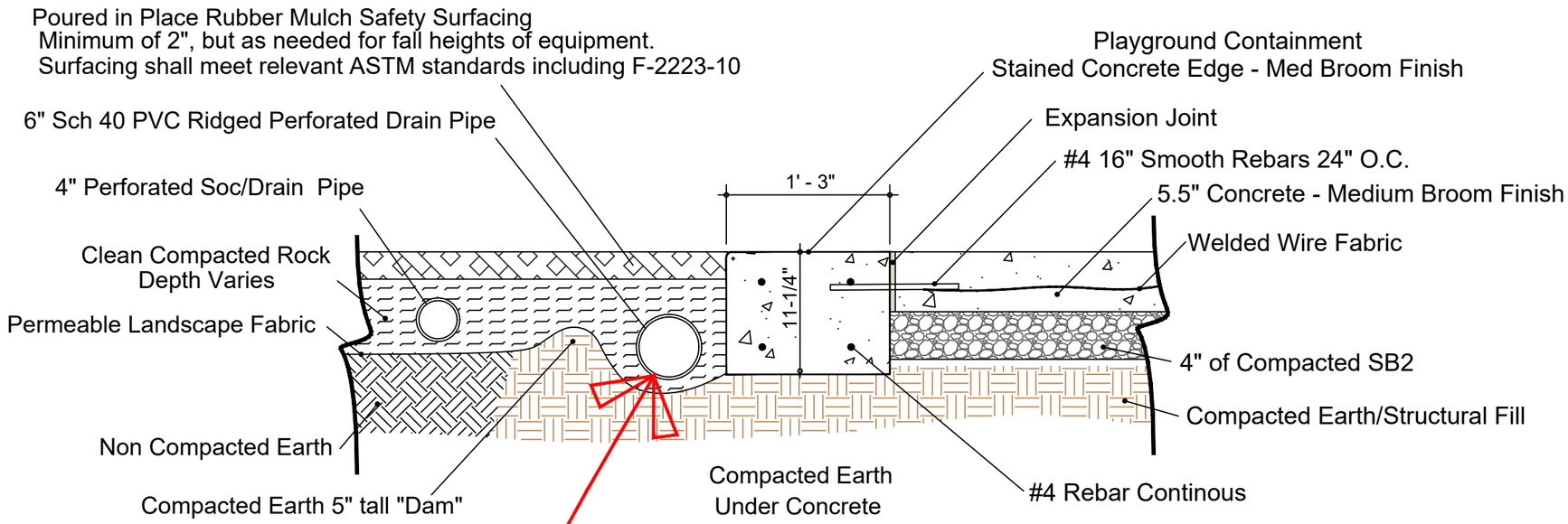
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PROJECT:

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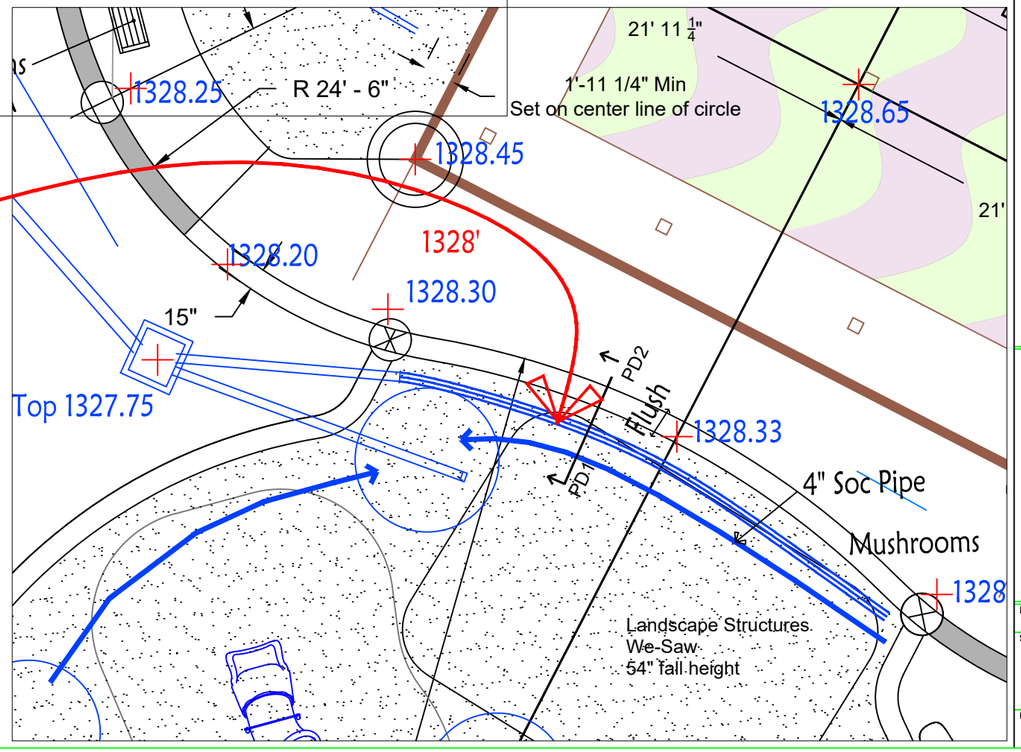
PD1-PD2 Section

0' 1'



6" PVC Perforated Ridged Drain Pipe

Note: The infiltration Basins in the playground surfacing areas are meant to allow rainwater to infiltrate into the ground as part of the required storm water requirements. During construction these areas as well as the rest of the playground surfacing areas must be protected from sediment build up.



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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Playground/Pavilion Section

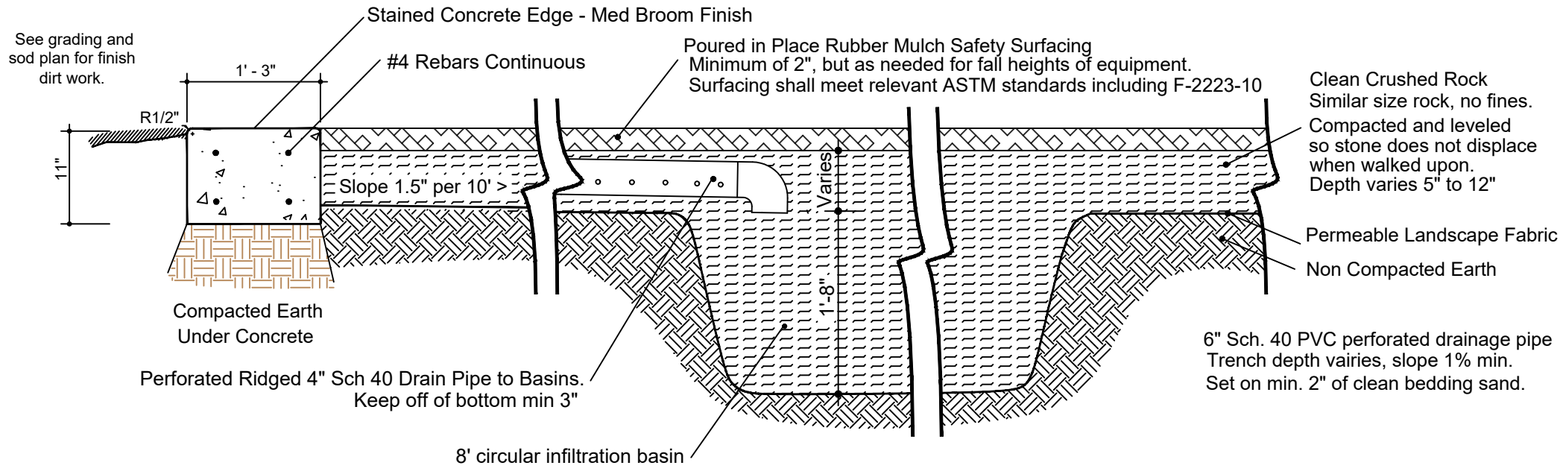
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PROJECT: Gulley Playgd/Ftn

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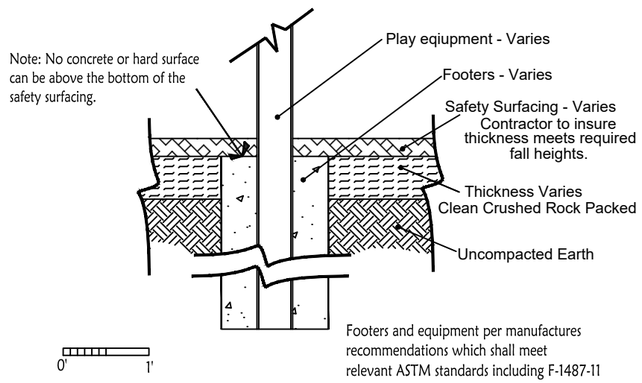
Playground Safety Surfacing and Infiltration Basin

0' 1'

Concrete: All concrete used in this work shall meet or exceed 4000psi at 28 days or higher standards if required by manufactures's recommendations.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

Playground Equipment mounted per manufactures recommendations.



Playground Safety Surfacing & Footers

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PLAYGROUND SURFACING DETAILS

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C30
PROJECT: Gulley Playgd/Ftn

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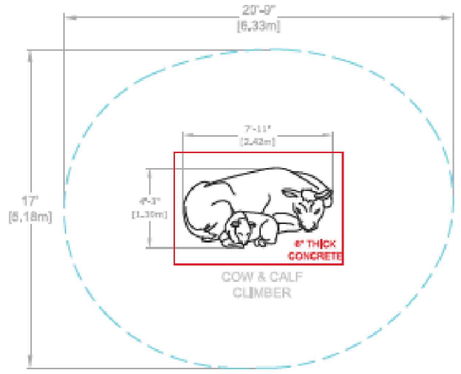
*Due to the custom nature of the product, all dimensions are approximate.
Actual sizes may differ slightly.

themedCONCEPTS
Setting the standard in custom environments since 1971.

UC-513-Custom
U-CLIMB

Cow and Calf Climber





Cement Plaster Specifications

Embossing Mortar and Cement Plaster is site mixed cement/aggregate meeting the same criteria as GFRC, but omitting the glass fibers; for filling the irregular voids between mold cast panels and/or special themed features.

ThemeCrete® Specifications

Themecrete® formula is a mixture with a Glass Fiber Reinforced Concrete (GFRC) base. GFRC is a cement/ aggregare slurry reinforced throughout with chopped glass fibers. Cement used is Type 1 Portland cement meeting the requirement of the ASTM C 150. Sand used is washed silica sand passing a U.S. No.20 sieve, and conforming to ASTM C 144. Glass Fibers used are alkali-resistant (AR) fiber specifically designed for use in concrete and chopped to 1"-2" lengths. Thickness of the cast and built up surfaces and panels shall be a minimum of 5/8" and up, depending on the face configuration.

Coloring Agents

All rockwork and colored paving construction shall be colored integrally and/or colored with dust on color hardeners or acid stain surface coloring or concrete water based stain.

1. Integral Color: Shall be "Chromix", as manufactured by L.M. Scofield Co; Los Angeles, CA or equal.
2. Dust: on color hardeners shall be "Lithochrome" Color Hardener by L.M. Scofield Co. Los Angeles, CA or equal.
3. Acid Stain: Shall be "Lithochrome" acid base stains as manufactured by L.M. Scofield Co.: Los Angeles, CA
4. Modified exterior latex paints: As needed for final color highlighting equal to Sherwin Williams outdoor concrete stain.
5. All other special features: Shall be colored with owner approved materials submitted by specialty Contractor.

E. Miscellaneous Special Materials: All features created by Specialty Contractor shall have drawings indicating materials to be used and shall be submitted and approved by owner prior to construction.

Backup Material

Shall be galvanized steel "diamond lathe", tied in place with annealed steel wire and reinforced with #3 or #4 steel reinforcing rods. Minimum physical properties shall be: 1500 pounds per square inch for tension and 5000 pounds per square inch for compression.

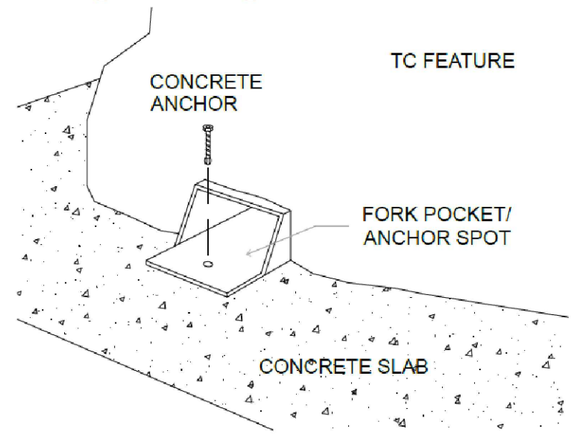
Description: Realistic mama bear climber with cubs. Used as independemt climber or for deck access

Part No:	UC-513	Weight:	2800 lbs	Length:	96"	Use Zone:	17'0" x 20'9"
Ages:	2-12	Height:	48"	Width:	60"	Category:	U-CLIMB

themedCONCEPTS
themedconcepts.com
855-724-3270

themed CONCEPTS

Concrete Wedge Anchor Image



Note that poured in place rubber mulch playground surfacing will be placed on concrete. See other details. Order footer for mounting on concrete surface. Cut existing concrete slab and pour new footer as needed. Insure there is positive drainage around the climber.

Landscape Architect to approve Cow orientation in the field.

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Themed Concepts Cow and Calf Climber as displayed on this sheet or approved equal. For approved equals the size and materials should be similar. Provide information including drawings or photographs that clearly shows the size, materials, and aesthetics of proposed alternates.

This Sheet Provided for Informational Purposes.

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Cows Climber

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

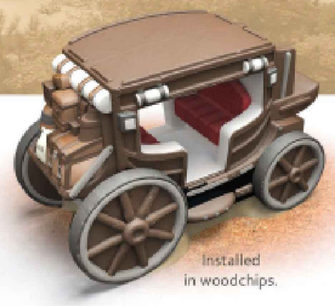
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C31
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
September 6, 2022 10:36 AM
Jack, Ted

Stagecoach

part of the Imagacast line

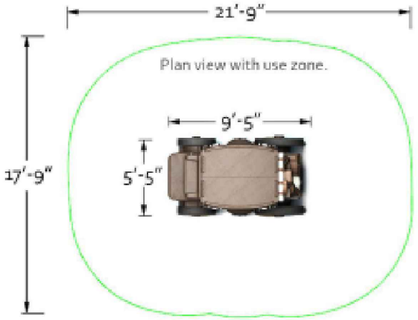


Installed
in woodchips.



Stagecoach

Travel off into an old west adventure with the Stagecoach, a life-sized concrete sculpt with award-winning detail. It's a perfect piece for imaginative games, action, or just for looks.





Material: Imagacast
Finish/Texture: Light sandblast
Anti-graffiti: Acrylic sealer

Color Options: Standard pictured. Custom available. Full or partial mosaic available.

Colors may vary from pictures.

For Ages: 5-12
Estimated Users: 12
Footing: Integral to part
Highest Designated Play Surface: 6'-0"
Installation: Install using two (2) straps under part.

12" of woodchips -or- EPDM surfacing and fill.
12" of part must be installed below top of surfacing.

Weights can vary up to 5% and dimensions ± 1-inch.

Rep:	Company:	Phone:	
Contractor:	Project:		
Part Name: Stagecoach	Part #: 11202	Weight: 21,000 lbs	
Plant: 530-243-6477	Contact: Dan C.	Rev: 6/17	Page: 1/1

UPC Parks™
530-605-2664
www.upcparks.com



Note that poured in place rubber mulch playground surfacing will be placed on concrete. See other details. Order footer for mounting on concrete surface. Cut existing concrete slab and pour new footer as needed. Insure there is positive drainage around the stage coach.

Landscape Architect to approve Stage Coach orientation in the field.

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

UPC Parks Stage Coach as displayed on this sheet or approved equal. For approved equals the size and materials should be similar. Provide information including drawings or photographs that clearly shows the size, materials, and aesthetics of proposed alternates.

This Sheet Provided for Informational Purposes.

SURVEYED BY: City
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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Stage Coach

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C32
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
September 6, 2022 10:38 AM
Jack, Ted

Existing Playground Slab >

Existing Concrete Surface
To be Cleaned and Stained

6' Infiltration Basin

~620 sf of Fall Surface

SS1B

SS1

5 Benchs

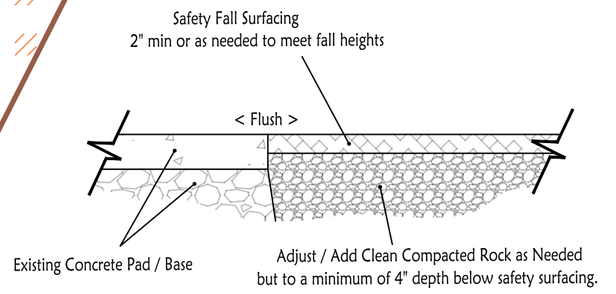
NEW COW CLIMBER

NEW STAGE

Contractor to set exact layout of fall surface in the field.

Replaced Connection Walk

Note: Contractor is to ensure that playground safety surfacing and playequipment is installed to all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951



Note: if a larger area of concrete is cut out requiring pouring new concrete to form the safety surfacing shape, use dowels on 30" center to tie new concrete to old. Use a cold joint for connection.

0' 1' 2' 3'

Note: Benches locations on drawings are approximate. Final location to be approved in field by Landscape Architect or Engineer.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
EXISTING PLAY EQUIPMENT SLAB LAYOUT

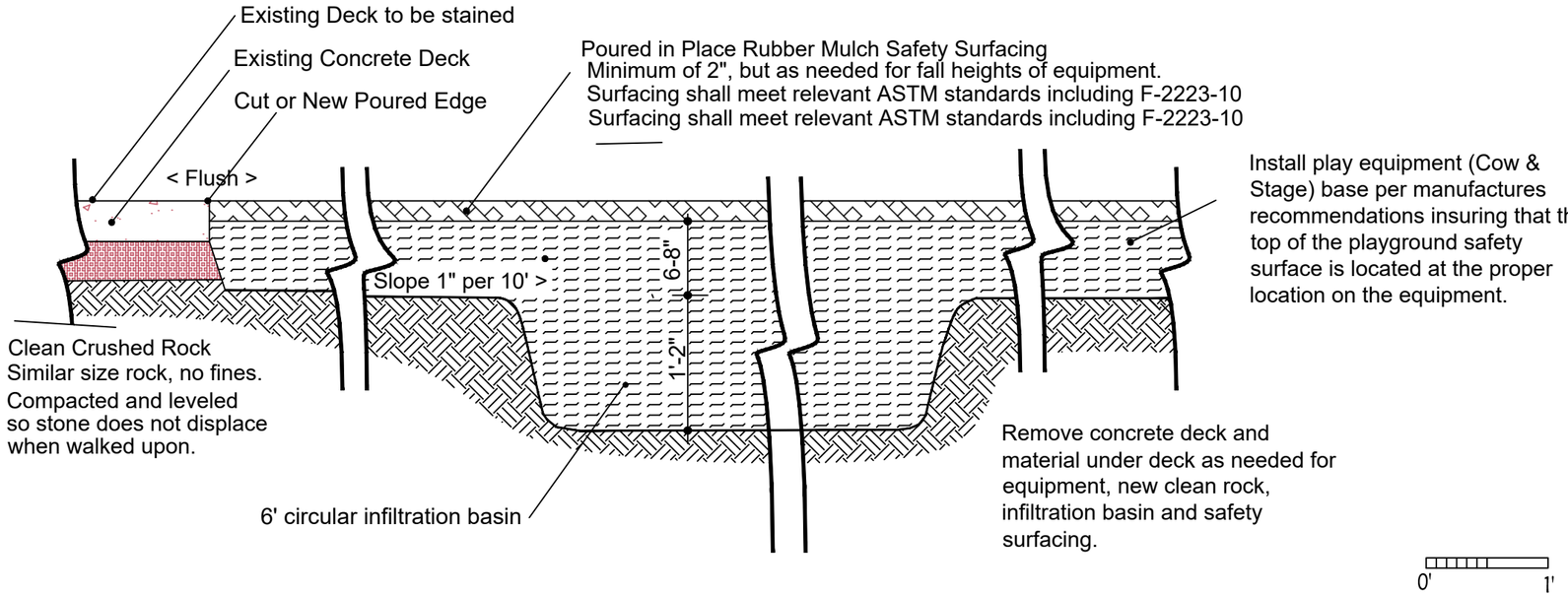
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1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C33
PROJECT: Gulley Playgd/Ftn

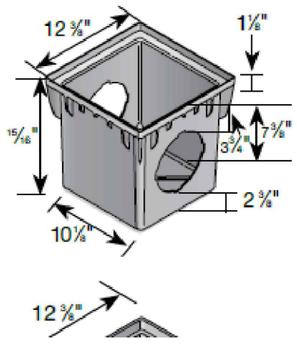
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August 24, 2022 5:39 PM
Foster, Zach



Section SS1 - SS1B
Existing Playground Slab Modifications for Equipment and Safety Surfacing

Catch Basins: Provide Plastic Catch Basins equal to NDS 1200 series for catch basins shown for site and two NDS 1800 series catch basins or approved equal. Note 1800 catch basins need the reinforced top. Use Use 1211 Polyolefin Grate for 12" basins. 6" of soil must be above drainage pipes and use Catch Basin Risers if needed and other fittings as required.

NDS



Part No.	Description	Color	Pkg. Qty.	Wt. Ea. (lbs.)	Product Class	Specifications
1200BLKIT	12" x 12" Catch Basin Kit	Black Grate	4	7.59	10ND	12" x 12" Tapered Catch Basin. Polypropylene. Kits include 2-opening Catch Basin, Grate, Screws, 2 Outlets and 1 Plug. DISP includes 4 kits with black grates and 4 green
1200GRKIT	12" x 12" Catch Basin Kit	Green Grate	4	7.59	10ND	
1200KITDISP	12" x 12" Catch Basin Kits in Display Box	Blk/Grn Grates	8	7.59	10ND	
1200	12" x 12" Catch Basin, 2 Openings	Black	4	4.25	10ND	
1203	12" x 12" Catch Basin, 3 Openings	Black	4	3.75	10ND	
1204	12" x 12" Catch Basin, 4 Openings	Black	4	3.75	10ND	
	Requires either #1206, #1242, #1243, #1245, #1266 or #1889 Universal Outlet to connect pipe to basin (see page 35). Bottom cutout can be removed.					

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

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DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSectSet80522.dwg

GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Existing Play Equipment Slab Modifications
TITLE:

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C34
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:39 PM
Foster, Zach

DYC9050

POOL DECK WATERBORNE ACRYLIC STAIN
9050 Data Sheet

CHARACTERISTICS

Dyco 9050 Pool Deck Waterborne Acyclic Stain is specifically formulated for use on Pool Deck surfaces with a low sheen and hard protective finish. May be applied to old deck paints if firmly bonded to the deck surface. Self priming when applied to bare concrete pool deck surfaces. Easy to use and cleans up with soap and warm water.

RECOMMENDED USES

- New Concrete Pool or Patio Decks
- Previously Painted Pool or Patio Decks
- New Kool Deck Surfaces

FEATURES/BENEFITS

- Adheres to Bare or Painted Concrete Surfaces
- Select from Light to Mid-Range Colors
- Fast Drying and Easy to Apply
- Resists Cracking and Peeling
- Resists Mildew
- Resists Fading
- Easy Soap and Water Clean Up

RECOMMENDED PRIMERS

- Previously Painted Decks - #9040

SPECIAL NOTES

Existing painted surfaces must be cleaned and de-glossed. Not recommended for wood decks or vehicular traffic.

SLIPPERY WHEN WET

If the surface to be coated is exposed to water from rain, sprinklers, pools or by other means or if the surface is an inclined plane, such as a ramp or if concrete steps are being coated, Dyco recommends mixing SKID GARD #45 at 0.2lbs per gallon. If SKID GARD #45 is not available, see your paint specialist for a recommendation of a suitable aggregate to be used at 0.2lbs per gallon.

FOR ADDITIONAL INFORMATION

See SDS or call toll-free 1-800-282-7901.

TECHNICAL DATA

Vehicle Type	Waterborne Acrylic
Finish/Sheen	Low
Solids by Weight	42%
Solids by Volume	30%
Viscosity	70 ± 2 KU
VOC (less exempt solvents)	50 g/L.
Weight per Gallon	10.2 lbs/gal.

COVERAGE

175-225 S.F./Gal. @ 4 mils Wet; 1.0 mil DFT
(Actual coverage may vary depending on type of substrate and application method.)

COLOR

- 9050 Tint Base - Light and Medium Colors

KEY ATTRIBUTES

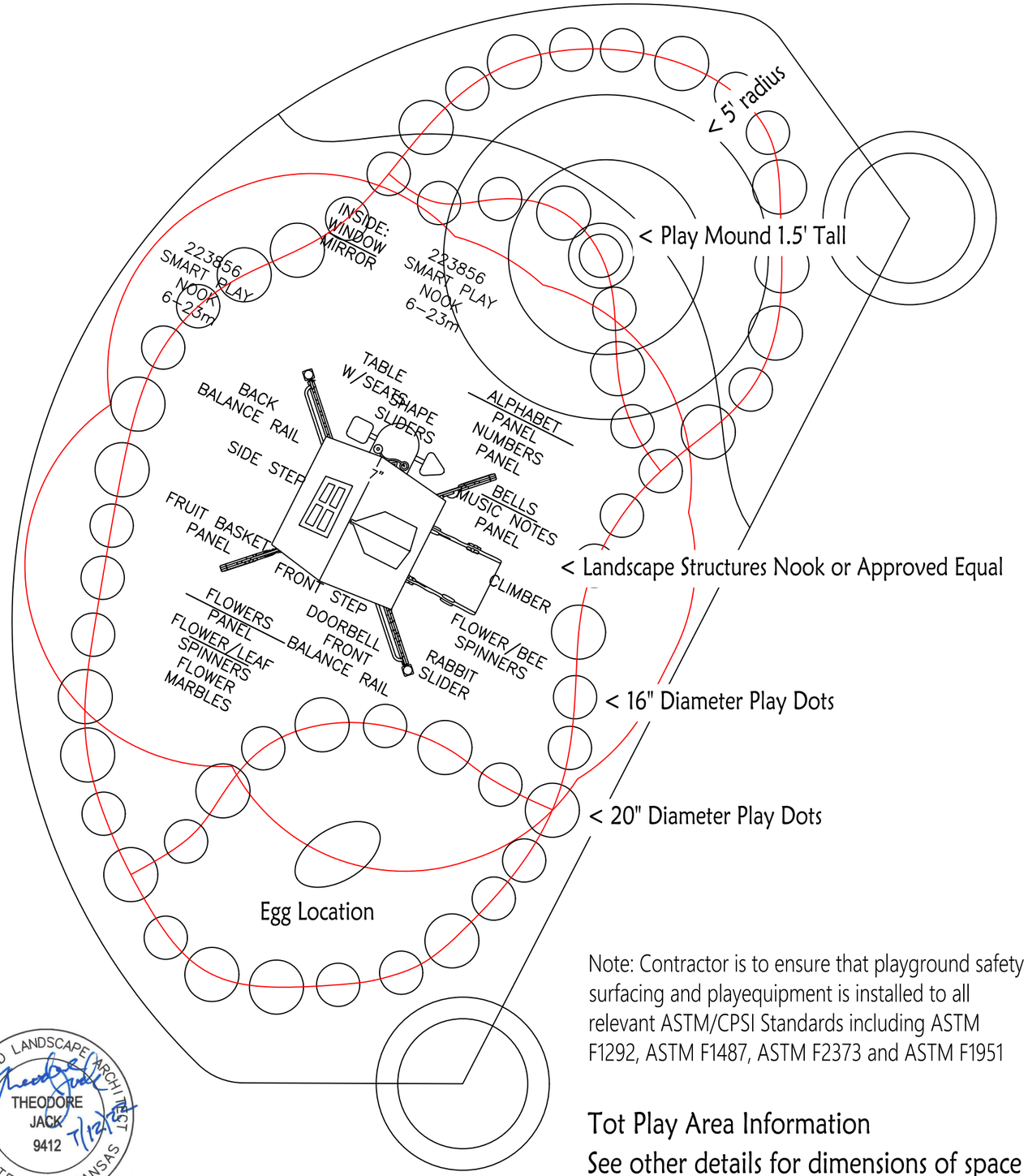
Application Temperatures: 50 - 110 °F (10 - 43.33 °C)
Application Tools: Roller or Airless
Dry Times: Touch - 1 Hour; Recoat - 2 Hours
(Dry Time Based on 77 °F (25 °C), 50% Relative Humidity)
Thinner: Water Reducible
Clean Up: Warm Soapy Water

Add Grit for Slip Resistance.

Install per manufacture's recommendations
Color to be chosen by LA from standard colors

MADE IN USA
Sun Paints & Coatings / Dyco Paints • 5850 Ulmerton Road • Clearwater, FL 33760 C-20
Phone: 1.800.282.7901 • Facsimile: 727.536.0561 • www.SunPaintsAndCoatings.com R-1

Existing Play Equipment Slab Stain or Approved Equal



Note: Contractor is to ensure that playground safety surfacing and playequipment is installed to all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951

Tot Play Area Information
See other details for dimensions of space

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSectionB0522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Existing Play Slab and Tot Play Area

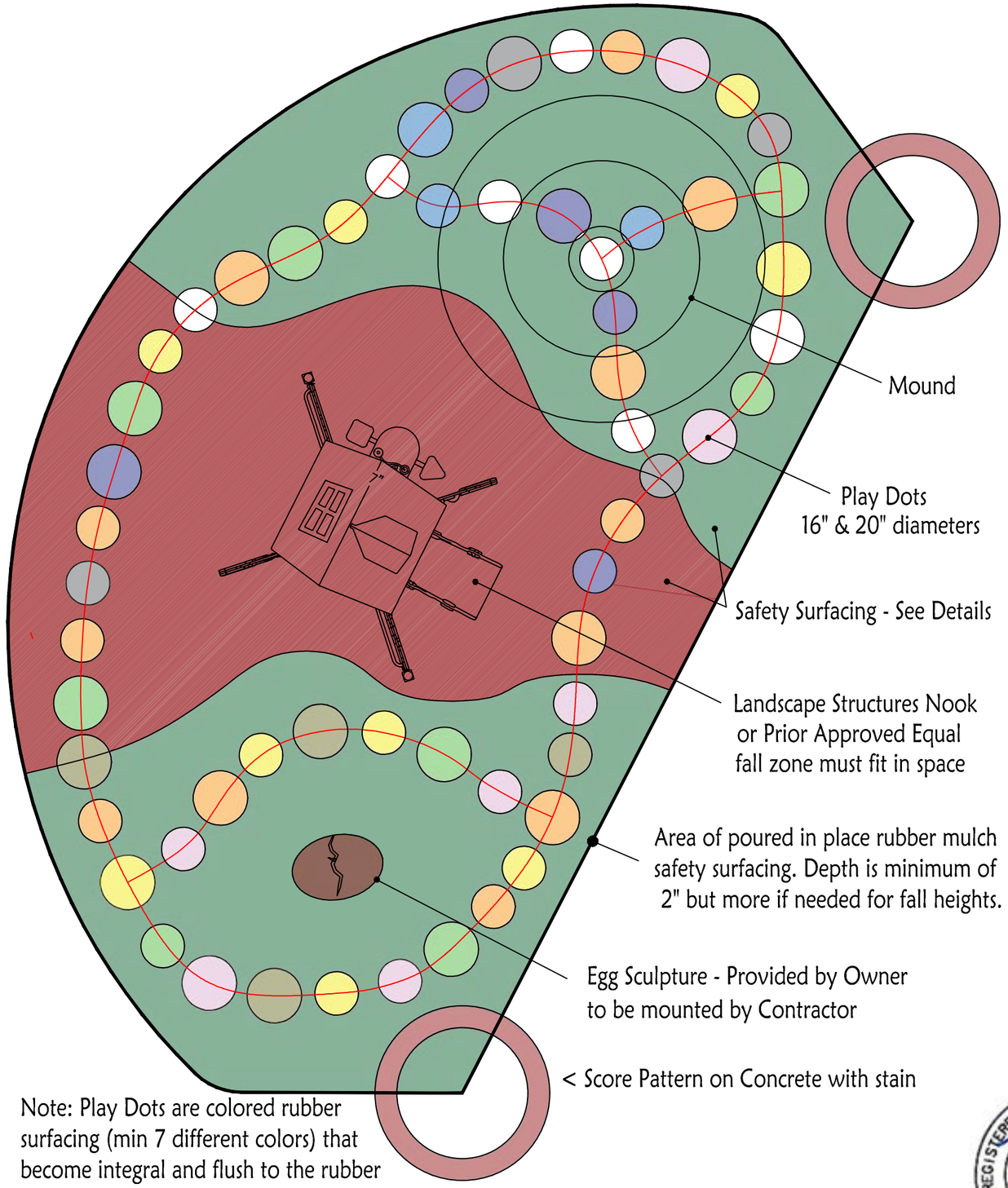
REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C35
PROJECT: Gulley Playgd/Ftn

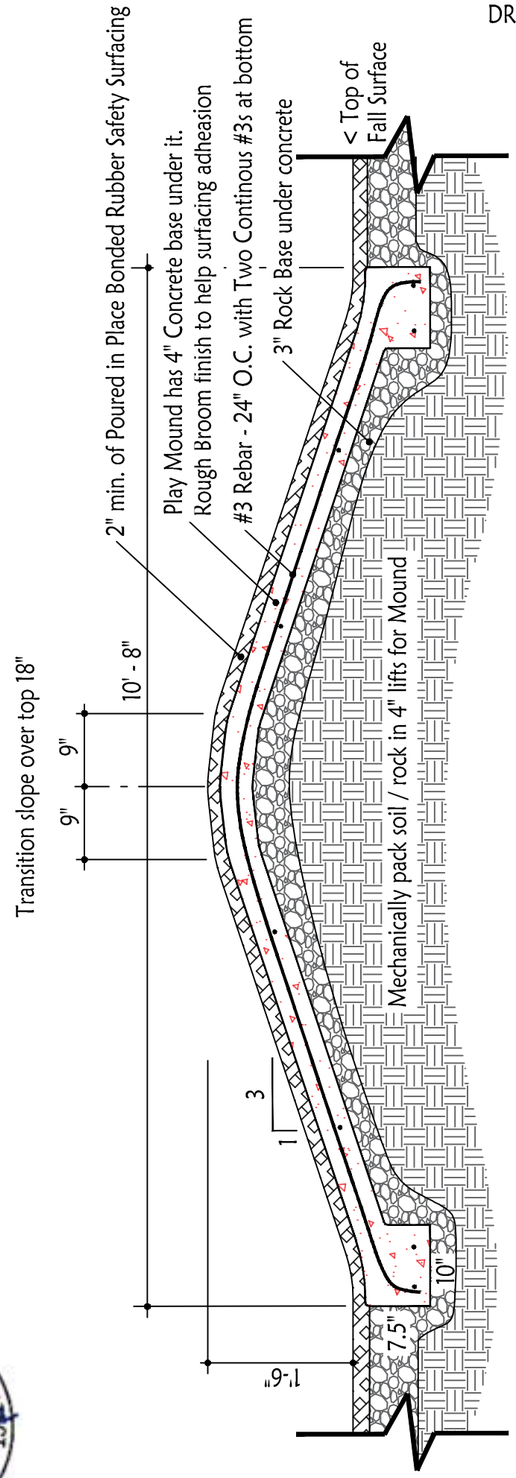
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August 24, 2022 5:38 PM
Foster, Zach



Note: Play Dots are colored rubber surfacing (min 7 different colors) that become integral and flush to the rubber mulch surfacing.

See sheet titled "Bonded Rubber Mulch Playground Surfacing " for additional information and requirements.

DRAWING UPDATED ON 9/27/2022



Section Through Play Mound in Tot Area

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

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CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522_recover.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Tot Area Play Surfacing & Play Mound Section

REVISED

CITY OF FAYETTEVILLE ARKANSAS

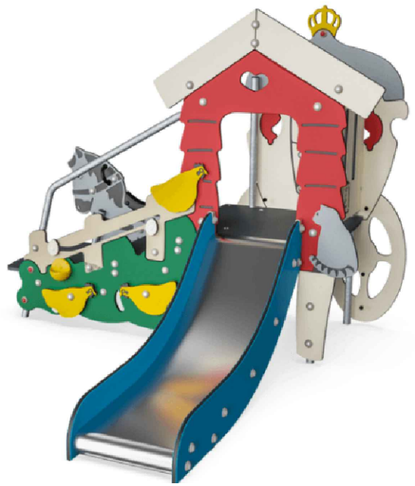
DATE: July 8, 2022
SHEET: **C36**
PROJECT: Gulley Playgd/Ftn

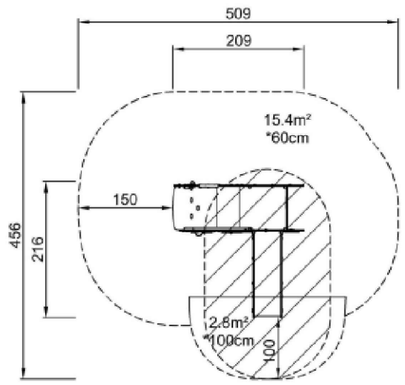
REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK 9412
STATE OF ARKANSAS

Foster, Zach September 27, 2022 2:22 PM GulleyConsDrawingsSecondSection80522_recover.dwg



Nook
Model # 223856
www.playlsi.com

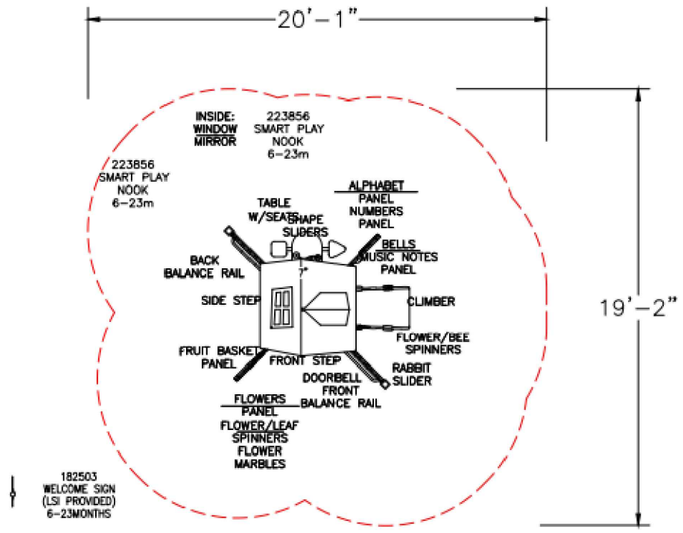




MSC542600
*100cm
**166cm
***18.2m²

Kompan Chicken Farm & Horse Carriage
Model # MSC542600
Visit www.kompan.co.uk for more information

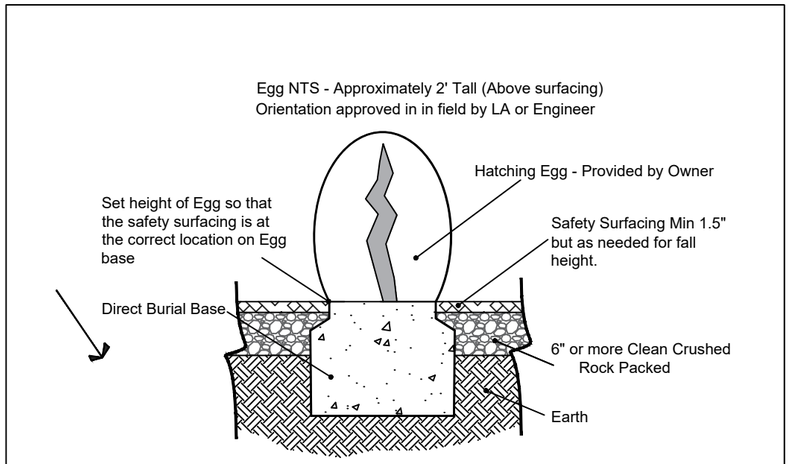
Looking for farm themed piece.



Smart Play®
(6-23 months)

Max Fall Height: 7 inches

Note: Contractor is responsible for ensuring that playground safety surfacing and playequipment is installed to meet all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487, ASTM F2373 and ASTM F1951



Hatch Egg Sculpture

Landscape Structures Nook, Little Tikes Playhouse, Adventure Play Cottage Playhouse, or Approved Equal

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
TOT ARE PLAY EQUIPMENT AND EGG DETAIL

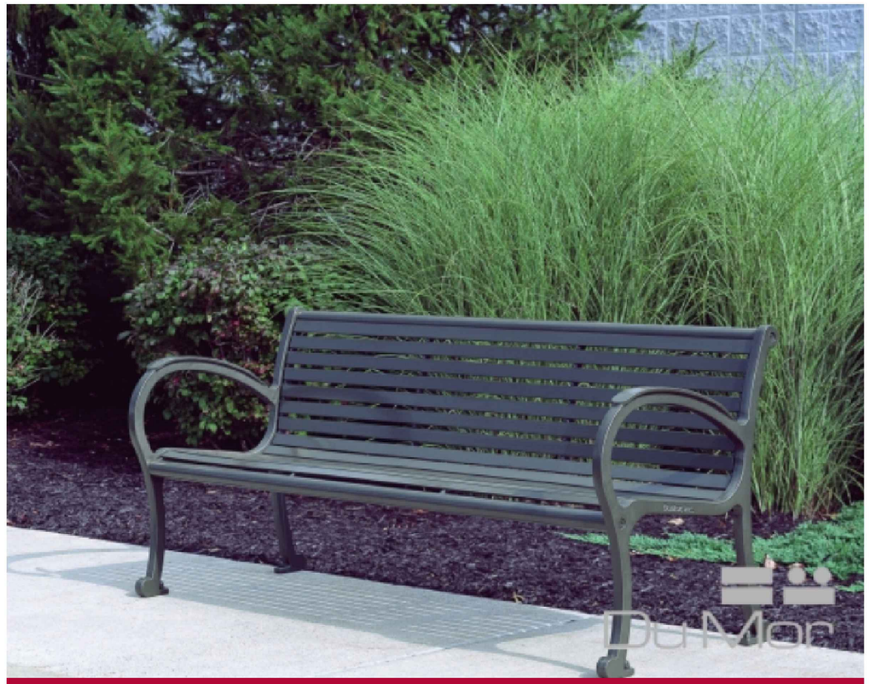
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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C37
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:34 PM
Foster, Zach



Bench 160

DuMar

Sitescapes Westport w/ Street Loop Ends is an approved equal.

6' metal Park Bench - All benchs must be of the same style/manufaacture.
Black - Powerder Coat - Surface Mount per Manufacture's recommendations.
Benches must be new. Cut bolts so no more than two threads are exposed above nut. Paint bolts and nuts black.
These three benches are approved equals.
Note some locations to be approved in the field.

Use benches shown or prior approved equal.

Product Information

- *MODEL NUMBERS AND PRICES*

160-60
6' CAST BENCH, STEEL SEAT
266lbs

160-80
8' CAST BENCH, STEEL SEAT
314lbs

160 ARMREST
OPTIONAL CENTER ARMREST
18lbs

For pricing please register HERE.

If you have already registered login H

- *OPTIONS*

GameTime
A PLAYCORE Company

Series 100 Bench, Vertical Slat



Series 100 is a classic. With traditional slats and a sleek armrest, its the perfect complement to any park or street. A perennial favorite throughout the world, this is going to be your new favorite place to rest and relax.

Features and Benefits:
- Available in 6' and 8' lengths
- Choose from horizontal or vertical slat design
- Durable powder-coat finish

Model: S105

Limited Lifetime Warranty on uprights, hardware and connections. Visit **gametime.com/warranty** for full warranty information

Gametime

Miracle | OUR PRODUCTS | MARKETS | PLANNING | ABOUT US | GALLERIES

Benches

6' Covington Bench with Back/Arms – Slat – Portable/Surface Mount

Model: MRCO1119C

$1,109

6' Covington Bench with Back/Arms - Slat - Portable/Surface Mount quantity

1

Add to Quote

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Switch to Metric



Miracle

This Sheet Provided for Informational purposes to show design intent and set standard for equipment.

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FILE NAME: GulleyConsDrawingsSecondSectionS0522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BENCHES

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C38
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSectionS0522.dwg
August 24, 2022 5:42 PM
Foster, Zach

GulleyConsDrawingsSecondSection80522.dwg
August 24, 2022 5:45 PM
Foster, Zach

thepark AND FACILITIES CATALOG

Covered Park Grill With Utility Grill
Model. No. 136-1025



- Cover protects inner parts of the grill from the elements to prolong grill life
- Fire grate allows better draft control and keeps the fire off of the bottom of the firebox to prolong grill life
- Four draft vents for heat and smoke control
- Fire and cooking grates are permanently attached to the firebox but tips up for easy cleaning
- Public use-type grips of coiled steel bar
- Theft-proof base attachment
- Full 360° rotation for draft control
- Utility shelf included
- Quality construction throughout

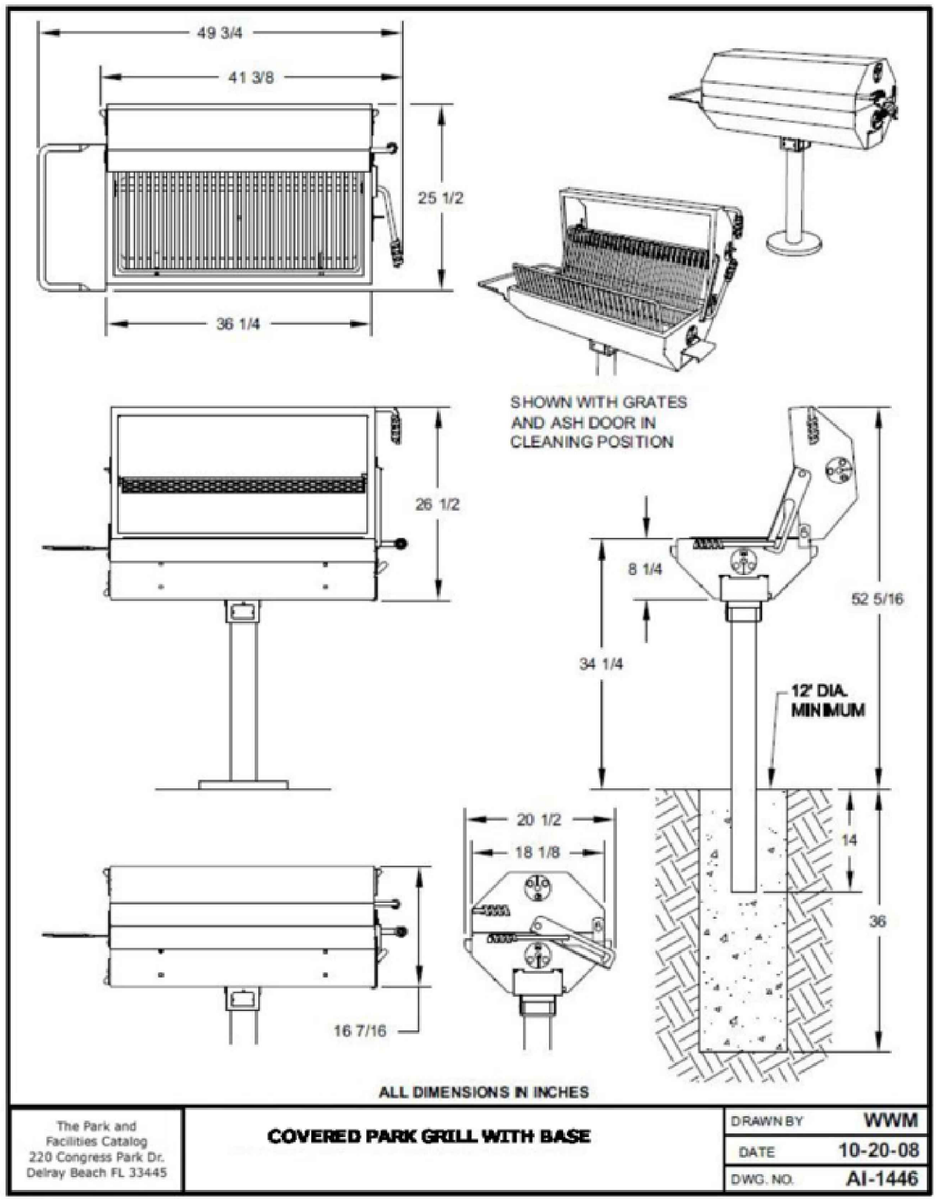
SPECIFICATIONS:

- **Model No. 136-1025** is 19-1/2" x 41-1/2" x 16-1/2" high has a cooking area in excess of 500 sq. in.
- Grill is supported by a 3-1/2" O.D., 40" long, steel pipe for permanent installation in concrete footing
- Edges of firebox and cover which mate are stiffened with a 1" flange. All edge connections are entirely welded. Cover of 14 gauge sheet metal is reinforced with 11 gauge steel end panels. Firebox is fabricated from 10 gauge steel plate with 11 gauge steel end panels. Cover and firebox contain 4 sets of ventilation holes with adjustable steel vent covers.
- Cover is secured to the firebox by two hinges designed to eliminate finger pinch points between the cover and the firebox. A bracket designed with a safety stop holds the cover open to prevent accidental closing.
- Cooking grate is constructed with a one-piece, formed perimeter bar and grate bars of 1/2" dia. A-36 steel bar. Cooking grate tips back to provide access to the fire grate for fire building and ash removal.
- Fire grate is constructed with a one-piece, formed perimeter bar and grate bars of 1/2" dia. A-36 steel bar. from firebox Two steel retainer bars prevent removal of grate and allow grate to be tipped vertically with included grate hook for easy ash removal through clean-out hatch.
- Cover and grate handles are constructed from 5/8" dia. A-36 steel bar and provided with a substantial spring grip handle suitable for use by the public made from 1/8" x 1/2" steel flat bar (not wire springs).
- A base attachment mechanism constructed from 3/16" steel plate is theft-proof and allows continuous rotation in either direction.
- Entire unit is finished in high temperature, heat resistant, nontoxic black enamel.
- **Standard:** Includes one 3/16" x 9" x 19-1/4" steel plate utility shelf
- **Optional**: bolt-down base plate base.
- **Optional:** portable disc base
- **Optional:** portable caster base

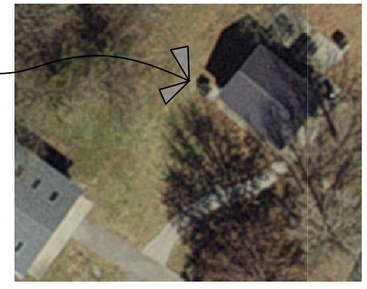
AVAILABLE OPTIONS

Portable Caster Base
Portable Disk Base
Bolt-down Base Plate Base

The Park and Facilities Catalog
220 Congress Park Dr. #215 Delray Beach, Fl. 33445
www.theparkcatalog Ph: 800-695-3503



Barbecue Pit Location



At the existing pavilion old barbecue pits have been removed. Install one new barbecue pit on the south west corner on the slab at existing pavilion. Insure pit is solidly mounted. Use models specified or pre-approved equal. Surface mount. After installation, cook a round of burgers/hot dogs to make sure they are functional.

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BARBECUE PIT

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C39
PROJECT: Gulley Playgd/Ftn

Trash Cans

Surface Mount - Install Per Manufacture's Recommendation

Color and finish to match benches.

Du Mar 157-22-T10 or Gametime Series 1000 Solid Top or approved equal. All trash cans shall be of the same manufacture and new.

GameTime
A PLAYCORE Company

Series 1000 Receptacle, Solid Top



Pure, clean lines with rolled edges present a beautiful and polished style to any seating area. Features our premium powder-coated finish for maximum durability.

Features and Benefits:

- Linear design with rolled edges for a polished look
- Durable steel materials and premium powder-coated finish
- Available in a full range of colors

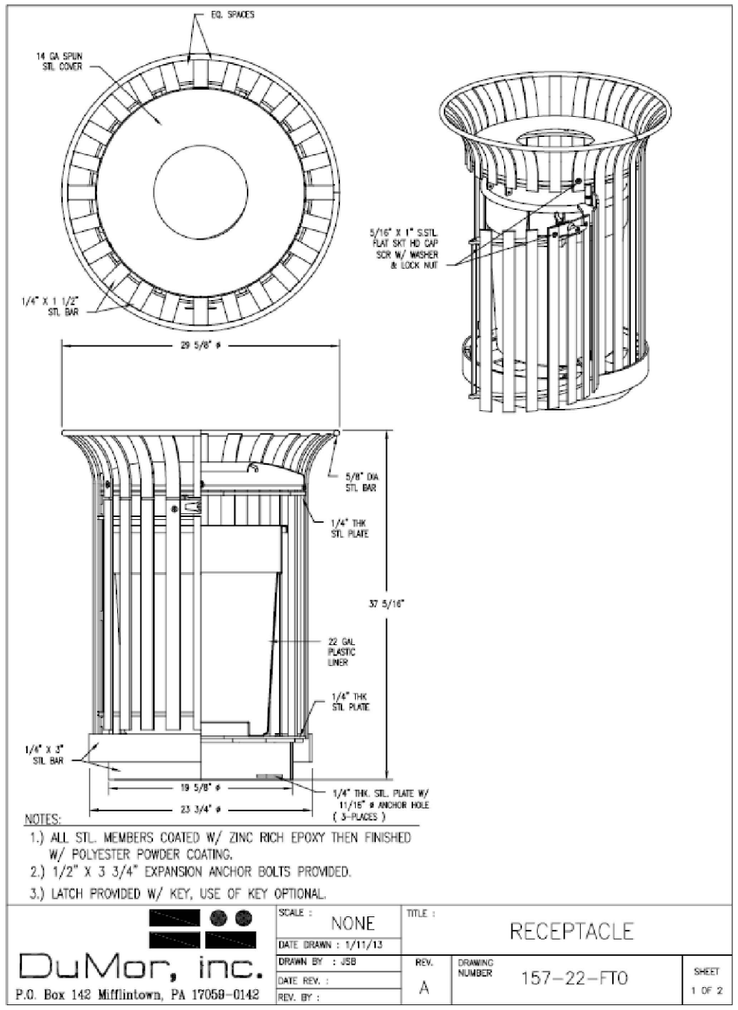
Model: S1005

Limited Lifetime Warranty on uprights, hardware and connections. Visit **gametime.com/warranty** for full warranty information

Designing award-winning playgrounds since 1929.

Certified Installer Network - GameTime trained for GameTime playgrounds.

Complies with ASTM standards before it leaves the factory.



NOTES:

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
3.) LATCH PROVIDED W/ KEY, USE OF KEY OPTIONAL.

DuMor, inc.
P.O. Box 142 Mifflintown, PA 17059-0142

SCALE : NONE	TITLE : RECEPTACLE			
DATE DRAWN : 1/11/13				
DRAWN BY : JSB	REV. A	DRAWING NUMBER 157-22-FTO	SHEET 1 OF 2	
DATE REV. :				
REV. BY :				

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CHECKED BY: City
FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
TRASH CANS

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C40
PROJECT: Gulley Playgd/Ftn

Foster, Zach August 24, 2022 5:40 PM GulleyConsDrawingsSecondSection80522.dwg

Ping Pong / Table Tennis Table

Surface Mount - Assemble and Install Per Manufacture's Recommendations
Colors to be choosen from standard colors available
Cornilleou Park Outdoor model or approved equal.

cornilleou
FRANCE

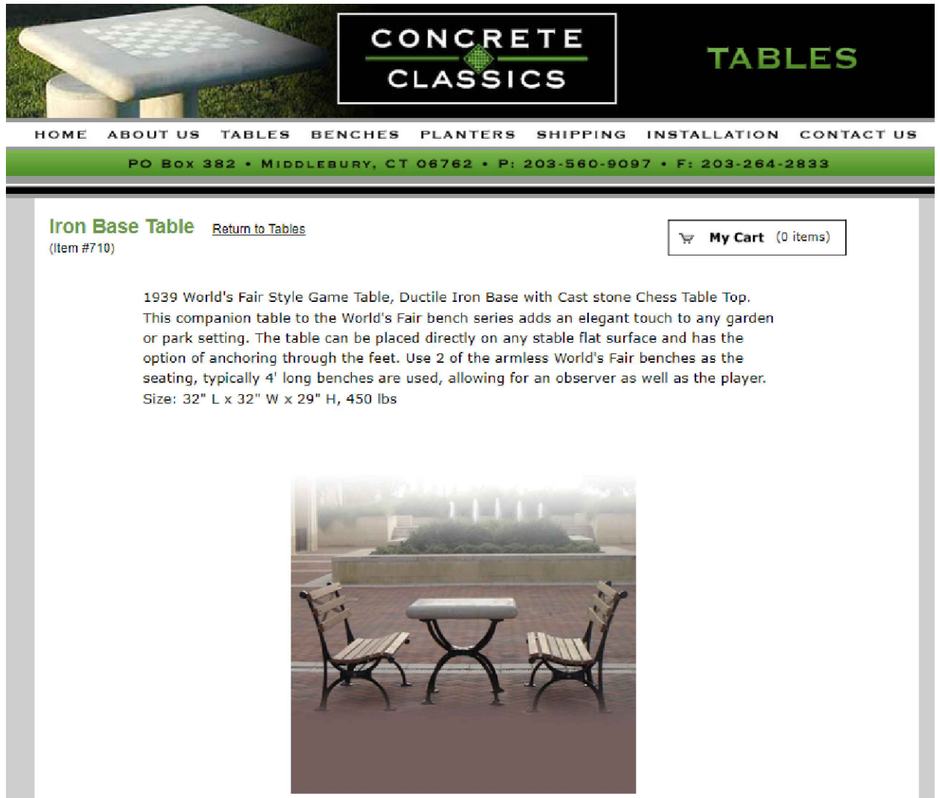
www.cornilleau.com

PARK
OUTDOOR



Chess Table and Chairs

Surface Mount - Assemble and Install Per Manufacture's Recommendations
Insure table is installed at proper orintation for chess play.
Concrete Classics Iron Base Table and 4' World Fair Benches or approved equal





Tables location to be approved by Landscape Architect/Engineer before mountingz

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Ping Pong/Chess Tables and Chairs

TITLE:

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Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C41
PROJECT: Gulley Playgd/Ftn

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polygreen FOAM

PLAY | 1¼"



Physical Properties

Polygreen Play consists of thermal bonded (closed-celled) cross-linked Polyethylene foam (PEX). This foam comes from production residues and contains no contaminants.

Polygreen Play is tested based on microbiological resistance to weathering, oxidation, acids & bases. The predicted durability of PEX is100 years minimum.

Technical Specifications

Physical		
Thickness at 2 kPa (0.3 psi) load	1.46 in	
Mass per unit area	.68 lb/ft²	

Performance		
Critical Fall Height (Head Injury Criterion = 1000)	4.27 ft	ASTM F 1292

Drainage and Isolation		
Thermal conductivity (λ10)	.03 BTU/hr/ft/°F	ASTM C 177
(resulting) Thermal resistance (R-value)	4202 hr/ft²·°F/BTU	ASTM C 177

HIGHLAND

PRODUCT SPECIFICATIONS



2 BLADE
COMBINATION



CHARACTERISTICS	SPECIFICATIONS
Grass Fibers:	W-Blade in Field/Olive, Diamond Blade in Field/Lime, with tan/green Thatch
Grass Yarn Denier:	14,400 total
Pile Height:	1 1/2" tall
Grass Yarn Face Weight:	48 oz/sy
Tufting Gauge:	3/8 inch
Processing:	USA
Primary Backing:	UV stabilized, multi-layer woven polypropylene – grab tear strength guaranteed!*
Reinforcement Coating:	20 oz/sy of high-grade polyurethane
Drainage Rates:	40 inches per hour - guaranteed!*
Melting Point:	Over 220°F - guaranteed!*
Water, Heat And Frost Resistant:	Yes - guaranteed!*
Standard Roll Size:	15 feet wide by 100 feet long
Recommended Infill:	Approximately 2 pounds per square foot for landscaping use

Recommended Applications:	Moderate /High Traffic, Playgrounds, Pets, Commercial
Colors:	Four primary colors for a natural blend: 2 W-Blade in Field/Olive 2 Diamond Blade in Lime/Hunter 2 Thatch yarn – Fresh Green and Tan
Warranty:	Industry leading, 15 Year Limited Manufacturer's Warranty - guaranteed workmanship, UV stability, water/heat/frost resistance, grab-tear strength, drainage, grass yarn melt points and chemical and environmental regulations.*
Environmental:	Meets EN71-3 (European Toy Standard) and EPA/ RCRA regulations for toxic waste and heavy-metals - guaranteed!*

15 Year Limited Warranty

Surfacing for Bag Toss Area Synthetic Grass. Surfacing to include padding. Products shown on this sheet and Miracle Play Terrain Synthetic Turf, and any prior approved equals. Note transition from artificial turf to surrounding concrete shall be flush to accommodate wheelchair use. Installed per manufacture's recommendations. Turf infill to be included.

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FILE NAME: GulleyConsDrawingsSecondSectionB0522.dwg

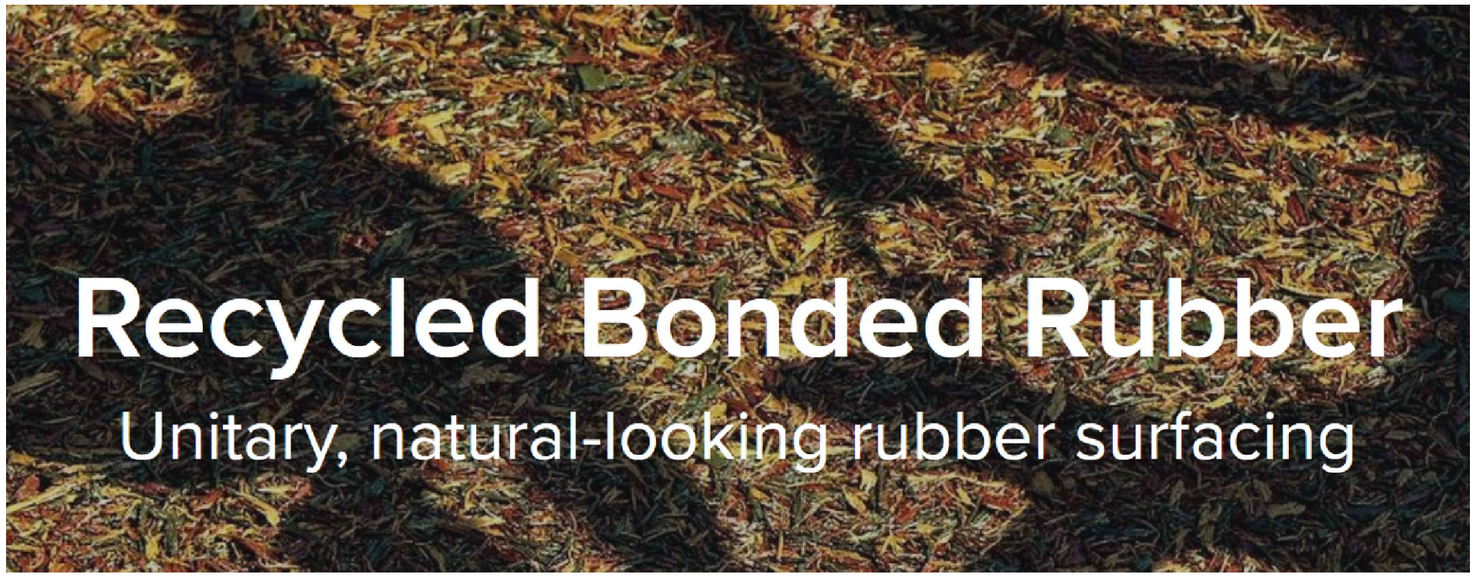
TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
BAG TOSS SYNTHETIC TURF SURFACING

REVISED

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C42
PROJECT: Gulley Playgd/Ftn



NoFault or Gametime Impax Bonded Rubber single layer or approved equal.
https://www.gametime.com/playground-surfacing/recycled-bonded-rubber

Note: Contractor is to ensure that playground safety surfacing is installed to all relevant ASTM/CPSI Standards including ASTM F1292, ASTM F1487 and ASTM F1951.

Safety surfacing for playground equipment areas shall be poured in place Bonded Rubber Mulch suitable for an outdoor accessible public playground . Note that minimum thickness are called out in the drawings, but some areas will require greater depths to meet fall height requirements. The contractor is responsible for insuring that the proper depth of safety surfacing is installed to meet or exceed fall height and other safety requirements. The contractor is responsible for testing and certification of the safety surfacing after installation per requirements and methods outlined in ASTM F1292 and ASTM F1951. Surfacing connections to other accessible surfaces shall be flush to accommodate wheelchair use. Installed per manufacture's recommendations including compacted stone base. Contractor to provide a repair kit including additional rubber mulch for repairs.

Mulch coloring expected to be a blend or mixed colors for play equipment areas with the exception of the tot area. Note the surfacing on the west side of the pavilion at the Tot Area has a circle pattern that will be incorporated into the two color areas of the surfacing as indicated by the drawings. Contractor to provide a mock up for one circle to show preferred method for approval by the LA/Engineer. EPDM rubber granules may be used for the circles if that produces a strong finished product.

GTIMPAX BONDED™
Recycled Bonded Rubber Surfacing

BONDED RUBBER COLOR CHART



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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Bonded Rubber Mulch Playground Surfacing

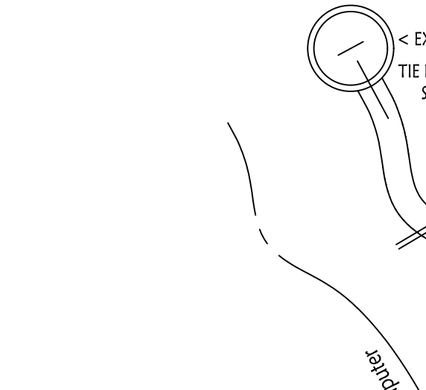
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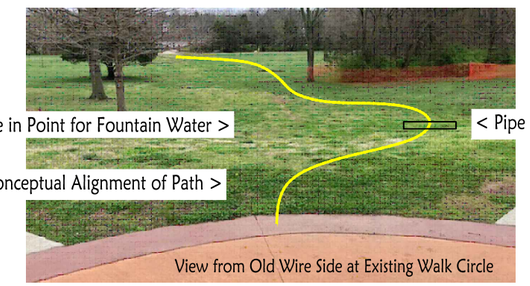
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C43
PROJECT: Gulley Playgd/Ftn

GulleyConsDrawingsSecondSection80522.dwg
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< EXISTING CONCRETE CIRCLE

TIE IN ON CENTERLINE OF CIRCLE / FLUSH CONNECTION
SET SO MAXIMUM SLOPE DOES NOT EXCEED 4.9%

< Note: TIE IN FOR WATER FOR FOUNTAIN IS IN THIS AREA.

< FILL UNDER WALK WILL BE NEEDED IN THIS AREA - USE SOIL FROM PLAYGROUND EXCAVATION
INCREASE DEPTH OF BASE ROCK FROM 4" TO 6" AT AREA OF FILL

20' JOINT OF 18" HPDE BLACK CORRUGATED DRAINAGE PIPE
ELEVATION SET IN FIELD. INSURE GRADING ALLOWS POSITIVE DRAINAGE

Cross Slope 1.5% >

TWO EXPANSION JOINTS IN THIS STRETCH
LOCATED IN FIELD.

PATH ALIGNMENT SET IN THE FIELD AND APPROVED BY LA OR ENGINEER

SEE CROSS SECTION THIS SHEET FOR ADDITIONAL INFORMATION

8' WIDE CONCRETE CONNECTING WALK
MATCH BROOM FINISH AND JOINT PATTERN
ON OTHER 8' WIDE WALKS IN PARK.

NEW CIRCLE AT TIE IN TO WALK AT FOUNTAIN

Note: The centerline of the walk is 397 on computer

8' - 0"
R 8' - 0"

NEW CIRCLE AT TIE IN TO WALK AT FOUNTAIN
MATCH COLOR AND DESIGN OF EXISTING SCALED DOWN TO SMALLER SIZE

SIMILAR TO EXISTING 8' WIDE WALKS AT THE PARK, SET TOP OF WALK GENERALLY 2" MINIMUM ABOVE EXISTING ELEVATIONS TO INSURE POSITIVE DRAINAGE. ADD DIRT TO EDGE FOR SMOOTH TRANSITION BACK TO GRADE.

SET TOP OF WALK GENERALLY 1"-2" MIN. ABOVE EXISTING ELEVATIONS

Cross Slope 1.5% >

DOWEL TO EXISTING CONCRETE, EXPANSION JOINT AT ALL THREE CIRCLES.

< EXISTING CONCRETE CIRCLE BY BRIDGE

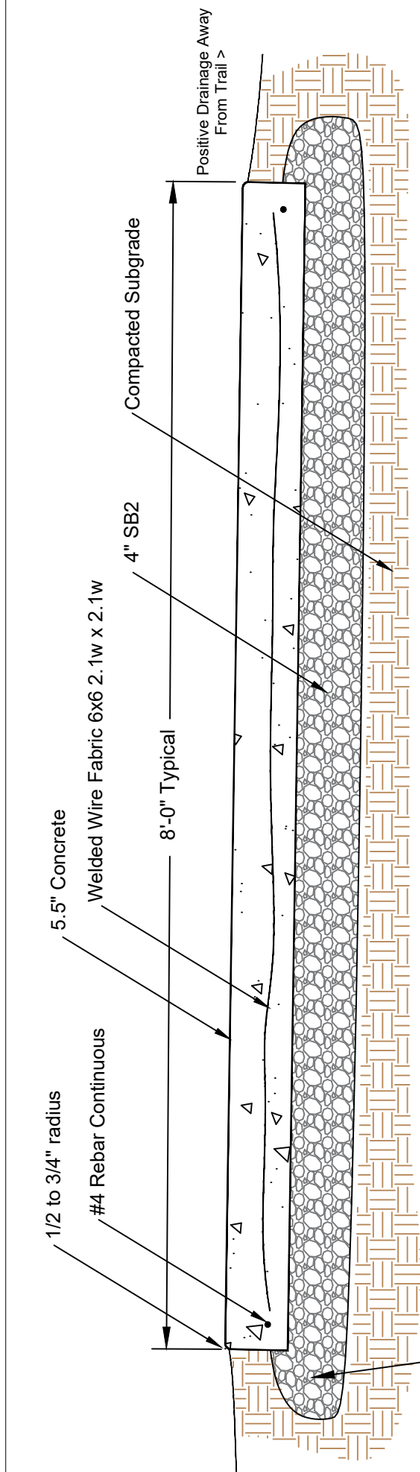
TIE IN ON CENTERLINE OF CIRCLE

N
0' 8' 16' 24'

Note 36" Existing Water Line shown on grading sheets. Also note four 3" PVC sleeves are to be installed under 8' walk for future work. See grading sheets for additional information.

Additional Layout and Information for Connecting Walk

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22



8' Connecting Walk

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
8' CONNECTING WALK

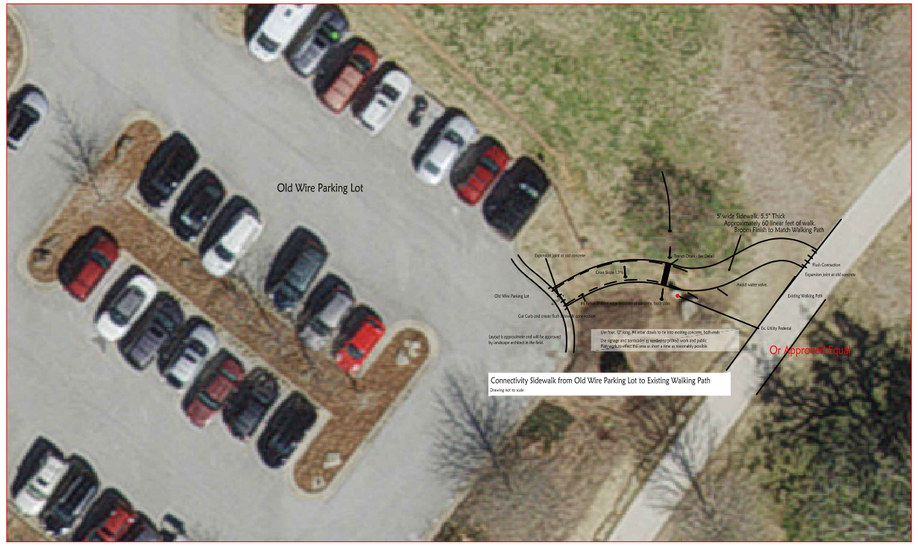
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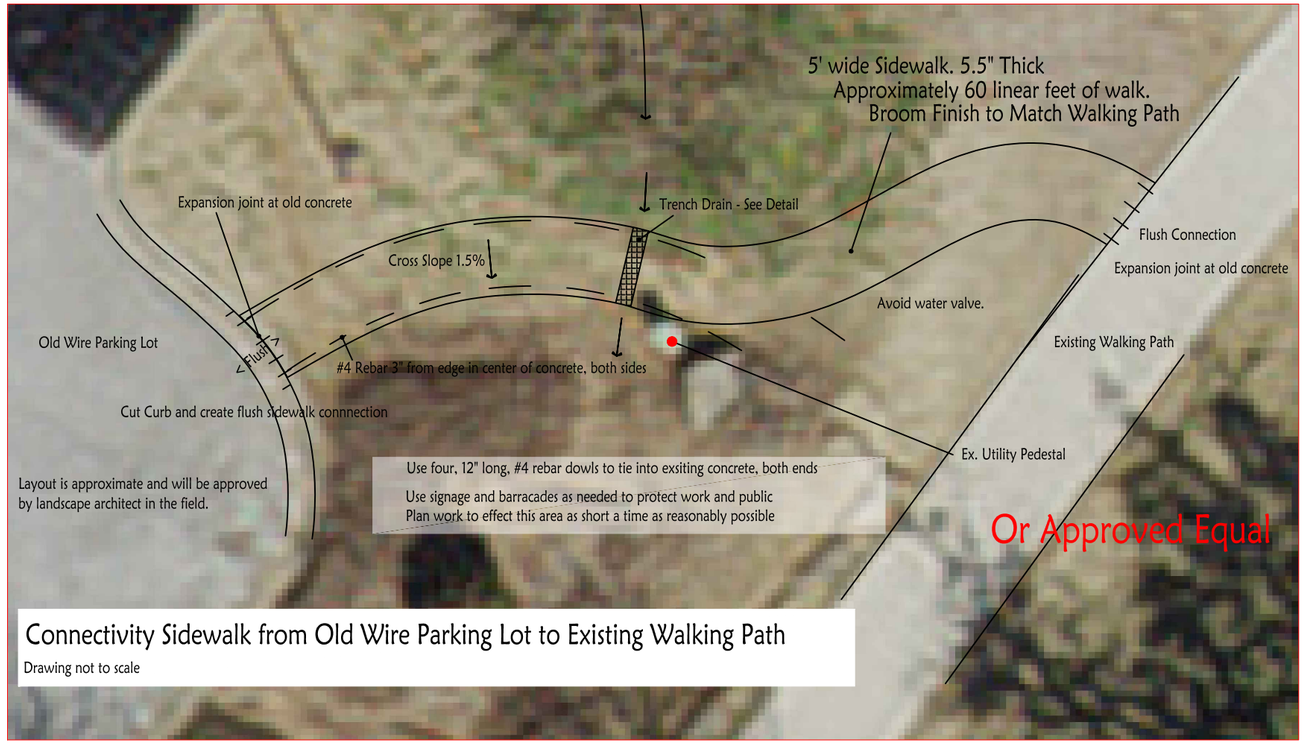
Parks and Recreation
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Fayetteville, AR 72701
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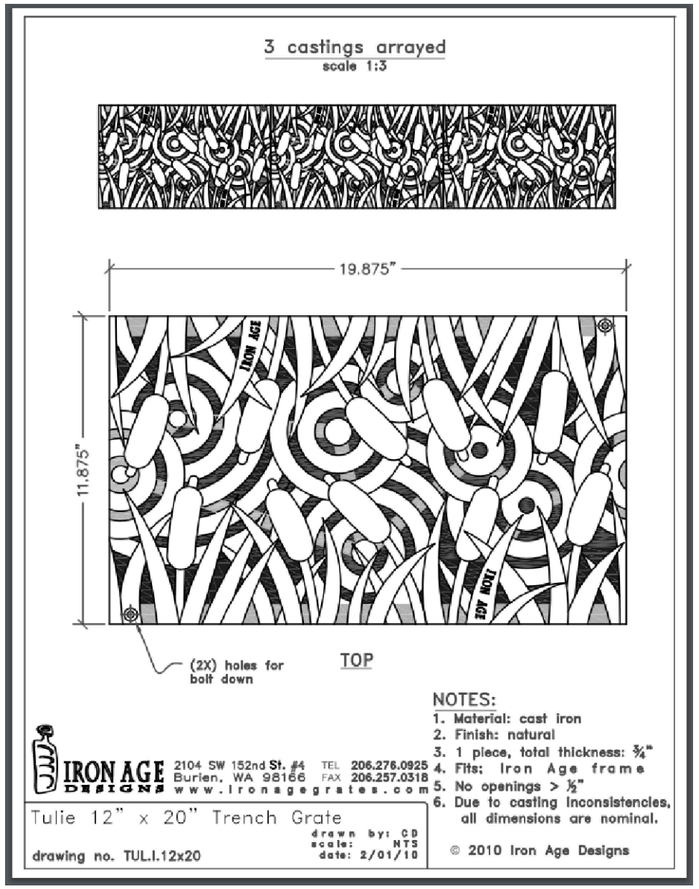
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C44
PROJECT: Gulley Playgd/Ftn

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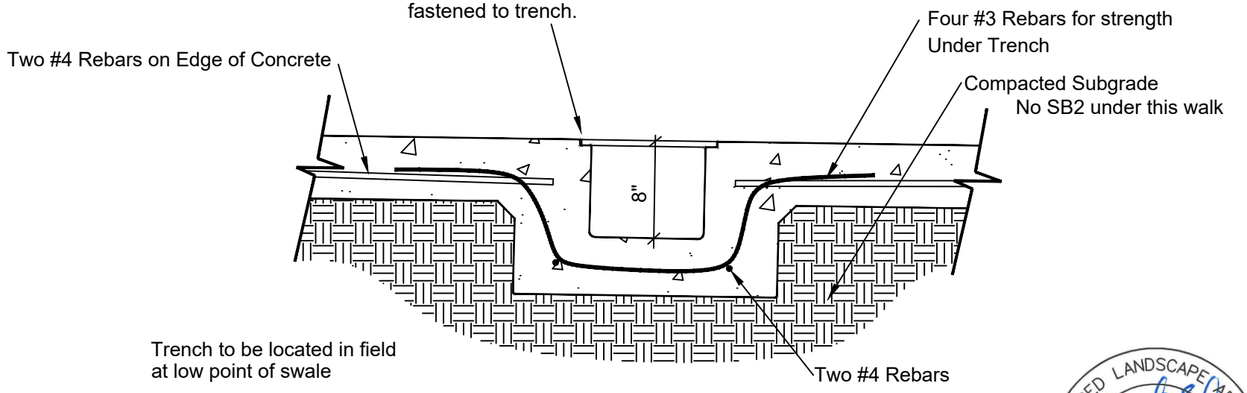




Or Approved Equal

Grate is Iron Age "Tulie" Patten - Cast Ductile Iron - Raw Finish or approved equal
Three 12"x20" Plates - Adjust width of 5' wide sidewalk to match exactly.
Use manufactures mounting foundation.

Grate Covering must be mounted flush.
Modify interface with Concrete as needed and based on manufactures recommendations. Grate must be securely fastened to trench.



Trench and Grate Detail

Not To Scale

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THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Sidewalk Connection at Old Wire Parking Lot

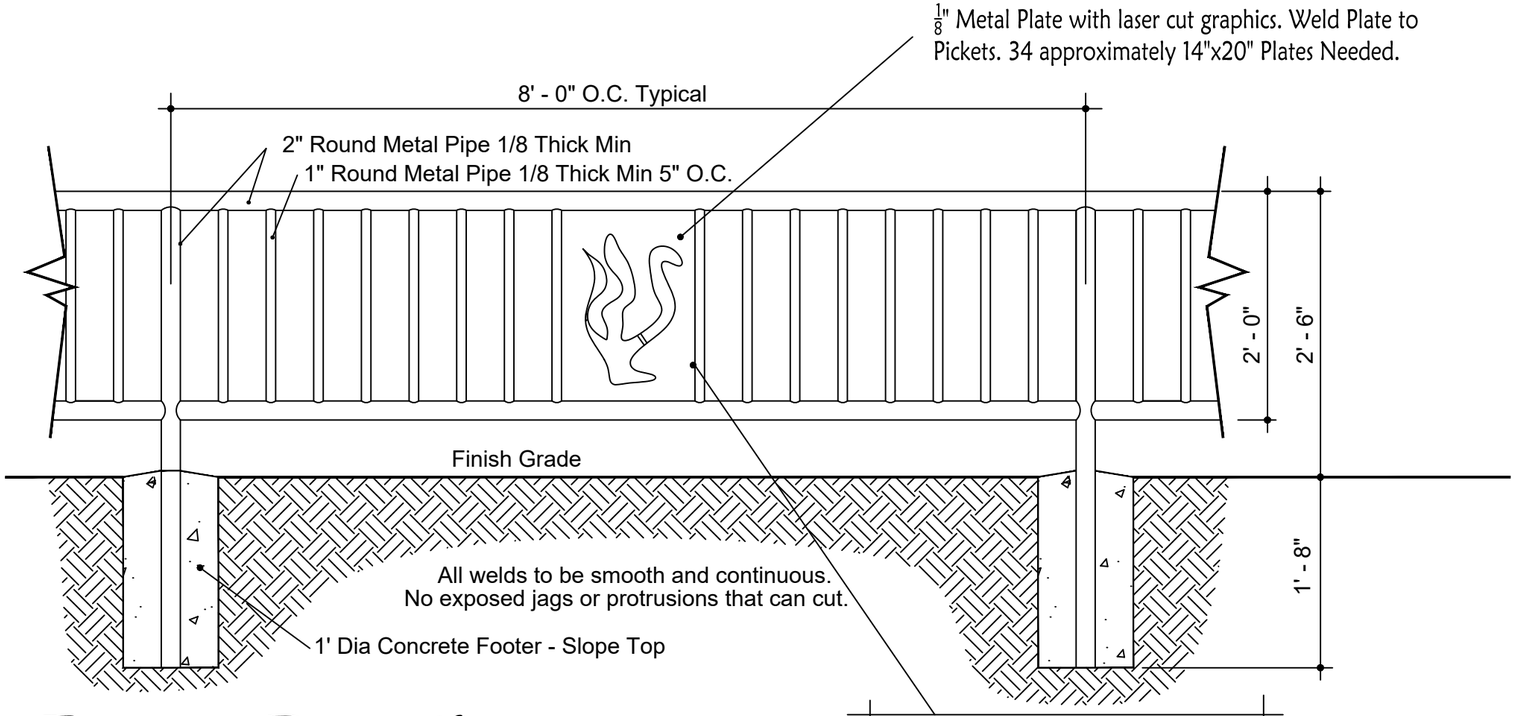
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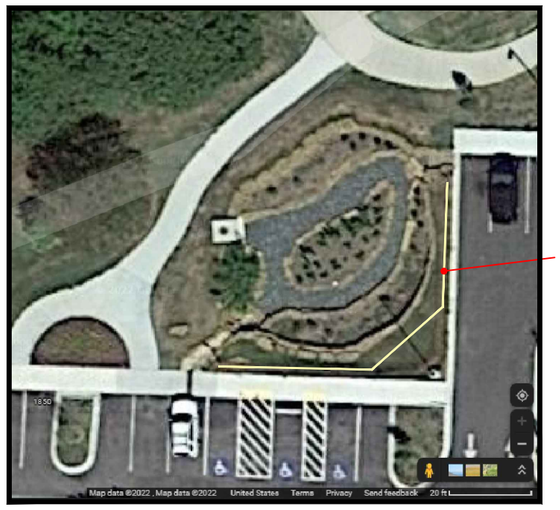
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C45
PROJECT: Gulley Playgd/Ftn

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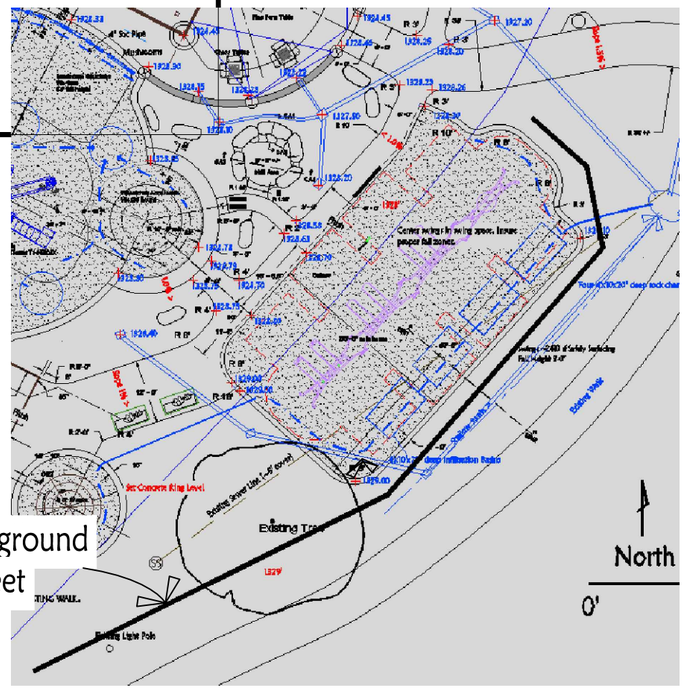


Fence Detail



Approximate Fence Location at Township Parking Lot
Layout to be determine in the field
Expected fence length is 100 linear feet

There are two areas with fence. One by the swings, and the second by the rain garden at Township Parking Lot
Total Length is 270 linear feet.



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THEODORE JACK
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TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Fence Details

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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: C46
PROJECT: Gulley Playgd/Ftn

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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

Potable Water Source

Approximate Location of Equipment Vault

Waste water to drain north of new sidewalk

1327.80

8'-0"

28' +/-

Slope walk 4.9% max

Distance to walk or elevation of walk tie in can be adjusted to maintain proper slopes.

1327'

℄

1327.90

' below existing grade

Slope back to grade at 1:5 or less

1327.90

~6'

1328.05

Sitting Boulders

~8'

R 19'-8"

1328.05

28'r

~6'

R 28'-9"

Slope back to grade at 1:5 or less

Drains (4)

< Slope 2.0%

2' radius

Jet Locations - See blowup

R 8'-0"

< Slope 2.0% to drains

R 4'-0"

R 14'-0"

~6'

~8'

~6'

1328.05

1327.90

55' - 0"

R 16' - 6"

R 14' - 0" +/-

Center Line = ℄

℄

35'- 7 3/4"

R 2'

R 2'

R 5'

R 3' 9"

1328.25

R 3' 9"

22' - 2"

1328.05

R 2'-0"

29' 6"

1328.45

R 24' - 6"

29' 6"

28.45

11°

1328'

< Labrinth - Sandblasted 2" Lines - Stained - See blowup for layout

1328.05

1327.90

1329'

Bench

Fine grade s
installing tur
drainage to
from hardsc

6"

3'

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
INTERACTIVE FOUNDATION LAYOUT

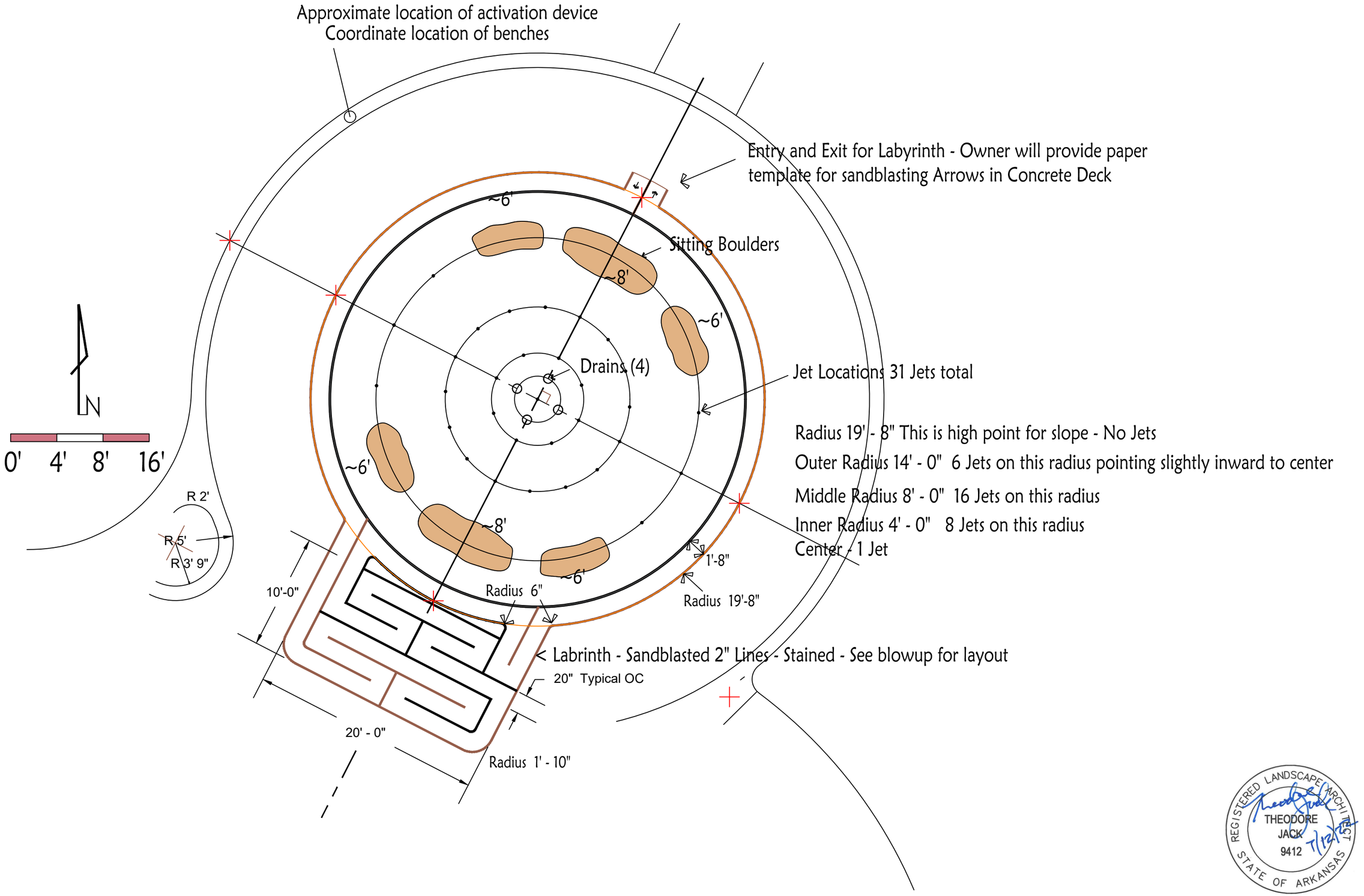
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: F1
PROJECT: Gulley Playgd/Ftn

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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/21

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
FOUNTAIN JET LOCATIONS & LABYRINTH LAYOUT

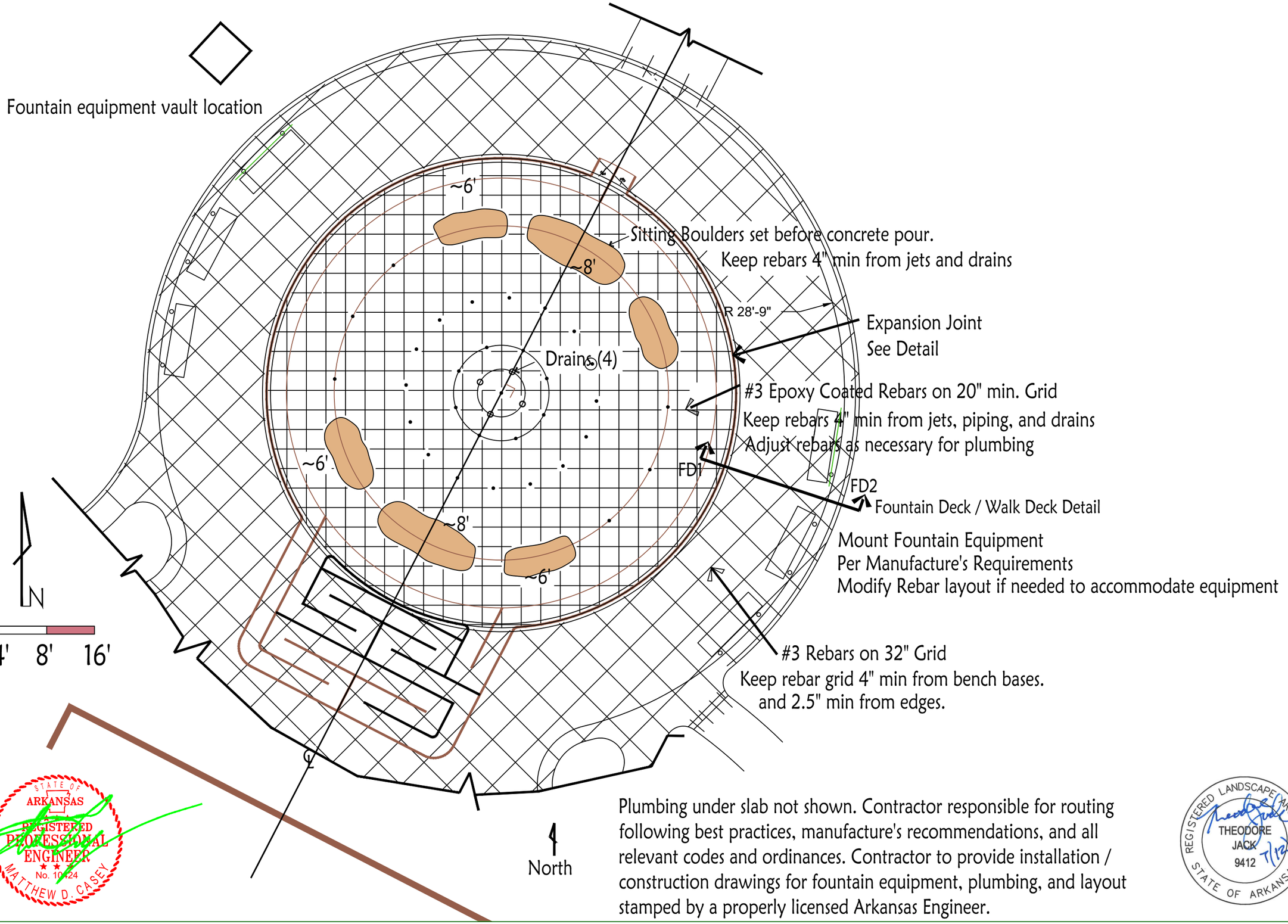
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CITY OF FAYETTEVILLE ARKANSAS

DATE: March 17, 2021
SHEET: F2
PROJECT: GULLEY PARK

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STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 10424
MATTHEW D. CASEY

Plumbing under slab not shown. Contractor responsible for routing following best practices, manufacture's recommendations, and all relevant codes and ordinances. Contractor to provide installation / construction drawings for fountain equipment, plumbing, and layout stamped by a properly licensed Arkansas Engineer.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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GULLEY PARK
INTERACTIVE FOUNTAIN REBAR LAYOUT

TITLE:

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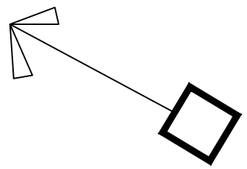
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **F3**
PROJECT: Gulley Playgd/Ftn

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Foster, Zach

Contractor to size controller box(s) so that it is large enough to easily work on valves and other elements.

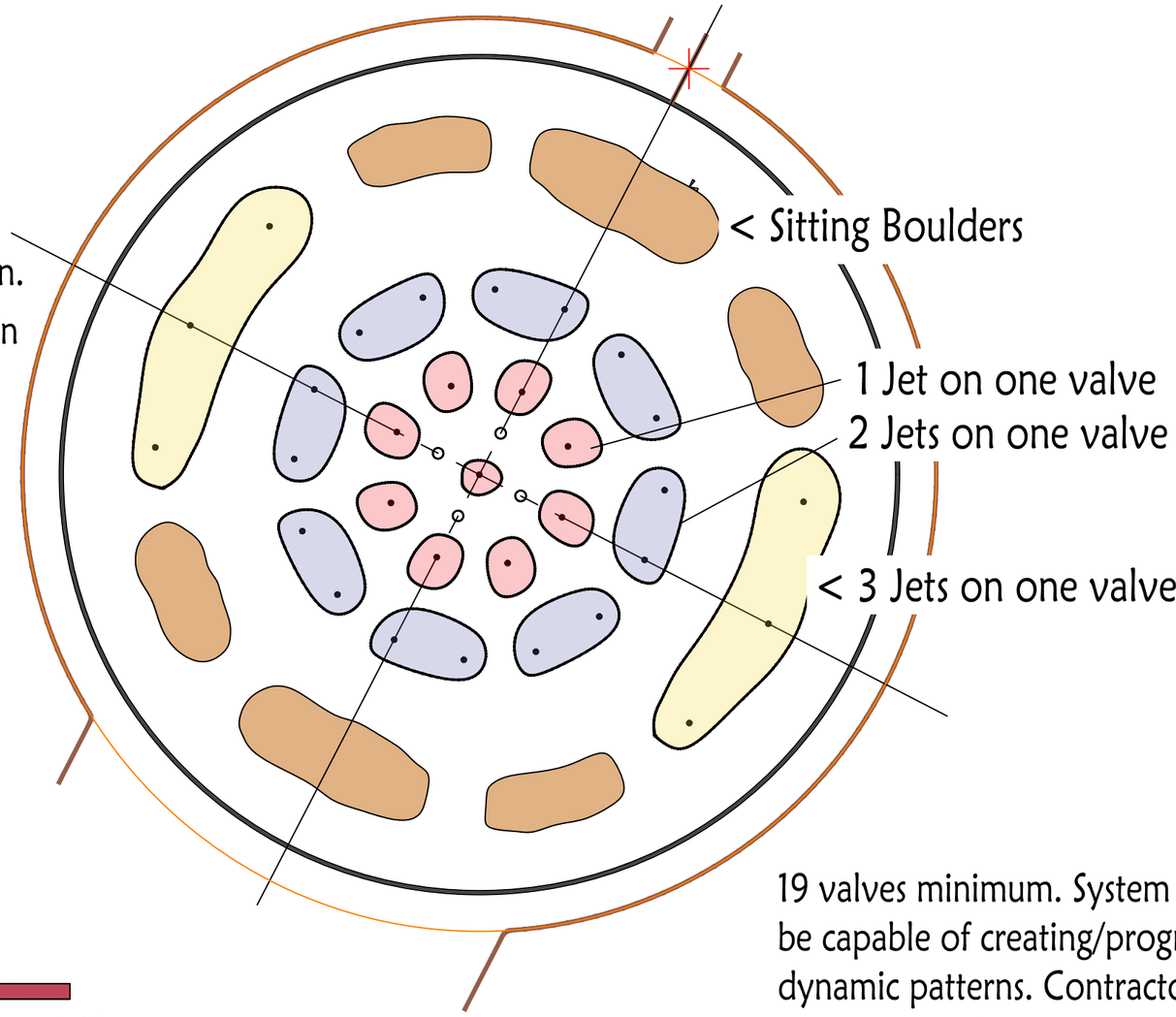
Power for controller and valves to be run from Restroom by contractor. Electrical work to be done by properly licensed electrician.



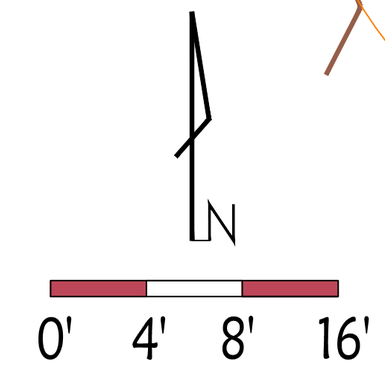
Approximately 135 lf to water tie in point.

Tie in Pipe is 3" Sch 40 PVC. Run 3" Sch 40 to Fountain.

Orient box(s) perpendicular to center point of fountain



Use minimum of Schedule 40 PVC pipe for runs from valve box to valves. Size pipe so water velocity in pipes does not exceed 7 feet per second or less if need for pressure. Minimum pipe size shall be 1".



19 valves minimum. System / controller must be capable of creating/programming dynamic patterns. Contractor will provide a minimum of three patterns a minimum of 2 minutes long each. Each valve or valve group shall be programmable by itself.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

Jet and Valve Relationship Diagram

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Fountain Jets & Activation Valves

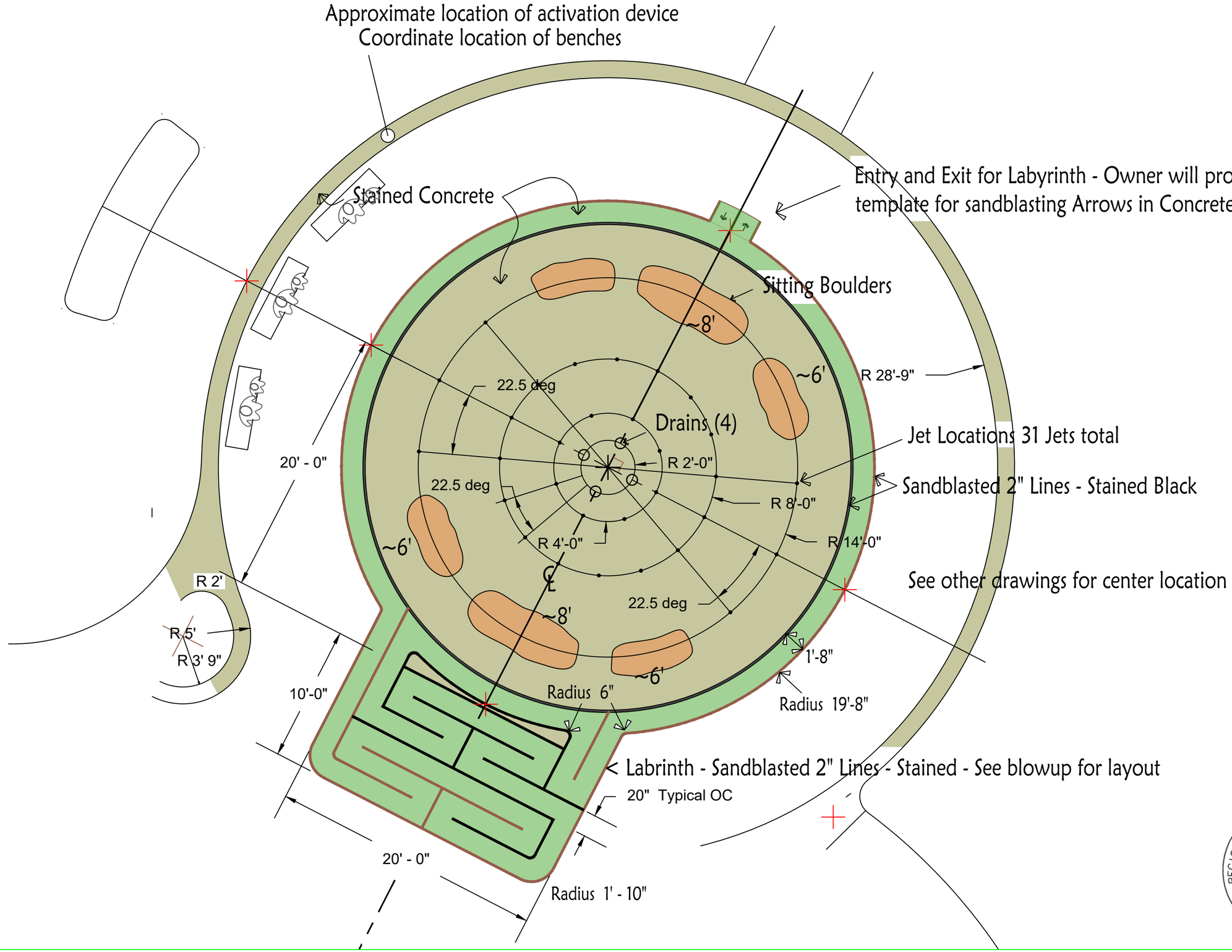
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Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: F4
PROJECT: Gulley Playgd/Ftn

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GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Layout & Stain Information

TITLE:

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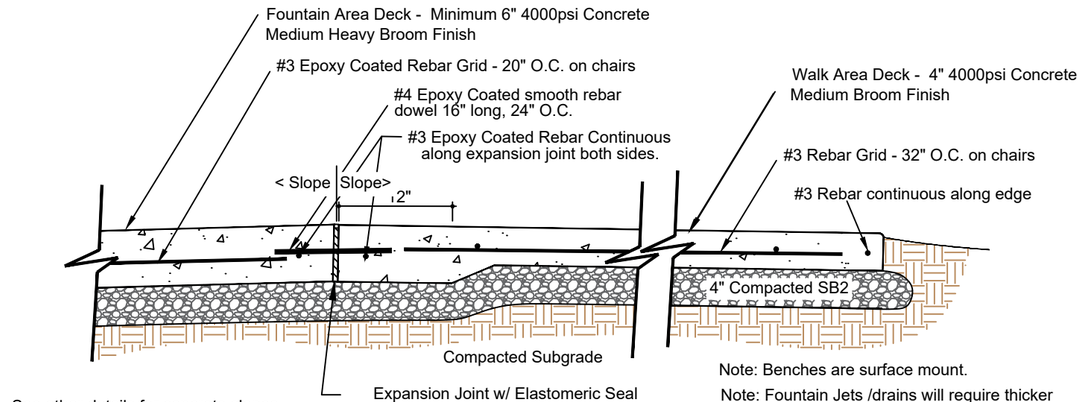
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CITY OF FAYETTEVILLE ARKANSAS

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: F5
PROJECT: Gulley Playgd/Ftn

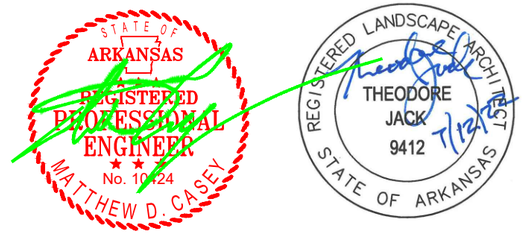
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FD1-FD2 Fountain Deck / Walk Detail

Note: This detail shows minimums. If manufacture's recommendations require additional effort contractor shall meet those requirements at no additional cost to the owner.

9. All metal fountain jets, and other equipment shall be grounded.
10. For drains, it is intended to do 4 small grates. Grates shall be fastened to drain box. Concrete elevations at grates shall insure that the deck drains well with no birdbaths.
11. Six sitting boulders for fountain, set in base with concrete poured up to them. Boulders should be fairly level on top with top about 14" to 19" above surface. Set top so that it will drain. Contractor shall locate and acquire boulders. Boulders shall be aesthetically pleasing and approved by the landscape architect or engineer. Center boulders are larger and about 8" long. Outside boulders (4) are about 6' long. Boulders are minimum 3' wide. Positioning of the boulders to be approved by the landscape architect / engineer.
12. Concrete surface for the interactive fountain shall be a broom finish sufficient to form a non slip surface similar to the surfacing at Walker Park splash pad also located in Fayetteville, Arkansas.



GENERAL INTERACTIVE FOUNTAIN NOTES:

1. All materials shall be in conformance with local and Uniform National Plumbing Codes, and all other applicable codes and ordinances that govern this type of work. Nothing in the plans and specifications shall be construed to permit work not conforming to the applicable codes and ordinances. Contractor to get approval through Arkansas Department of Health.
2. Not all work necessary to build the interactive fountain is shown in the drawings and specifications. Contractor is to include all work and every aspect of work as obvious or implied and necessary to make the work complete and fully operational.
3. Equipment vaults are to be located to the East of the Fountain and arranged in a symmetrical and visually appeasing manner with space to allow for screening landscaping. Drawings are schematic and final layout to be approved in the field by the Landscape Architect or Engineer.
4. Contractor is to provide an as built drawing and photographs showing underground piping and electrical runs. Contractor is also to provide before substantial completion, operation and maintenance manuals including cut sheets and model numbers of each product and all written warranties. Contractor is to provide operating and maintenance training and instructions on site to owner's maintenance personal once fountain is operational but before substantial completion.
5. All products or materials described herein shall be new, unless otherwise specified and shall be from the specified manufacturer or approved equal. Products shall be complete in all respects and in perfect working order.
6. This interactive fountain shall have a controller capable of a minimum of three different programs that activate the jets in timed sequences that will add enjoyment for kids and those watching the fountain. Two programs shall be water efficient and a third can be less efficient but with more impact. Contractor shall insure that the programs are operational at completion and that they sequence thorough with activation by the public. Controller shall be capable of setting days by the week that the fountain can operate and the hours each day for operation.
7. The fountain shall be a pass through system using potable water supplied from an existing 3" pipe. Maximum water use shall be 80 gpm. Contractor shall install a pressure reducing valve or other devices if needed to insure proper function of this system.
8. Contractor shall obtain construction documents for the approved fountain manufacture's equipment and layout for shop drawings and for necessary approvals. Fountain construction documents to be stamped by properly licensed Arkansas engineer.



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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
FOUNTAIN DECK DETAIL AND NOTES

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Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: F6
PROJECT: Gulley Playgd/Ftn

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Ground Sprays

Arch Jet

Product Overview

The Arch Jet is a ground spray element that emits a single stream of water arching outward. The feature flow rates can be adjusted to increase or decrease the spray height and projection. The Arch jet is designed for wet deck applications with no standing water.





Product Specs

Material Options
PVC, Stainless Steel

Dimensions
5' 0" x 3' 6"
(1,52 m x 1,10 m)

Splash Zone
5' 0" x 8' 0"
(1,52 m x 2,44 m)

Standard Flow Rate
1 to 10 GPM
3.78 to 37.85 LPM

PSI
3

Ground Sprays

Stream Jet

Product Overview

The Stream Jet is a ground spray element that emits a single stream of water upward. The feature flow rates can be adjusted to increase or decrease the spray height. The Stream Jet is designed for wet deck applications with no standing water.



Product Specs

Material Options
PVC, Stainless Steel

Dimensions
5' 0" x 0" 3"
(1,52 m x 0,09 m)

Splash Zone
8' Dia.
(2,44 m Dia.)

Standard Flow Rate
1 to 10 GPM
3.78 to 37.85 LPM

PSI
6

Ground Sprays

Jumping Stream Jet

Product Overview

The Jumping Stream Jet is a ground spray element that emits a single stream of water upward. The water has intermittent interruptions creating a jumping water stream effect. The Jumping Stream Jet is designed for wet deck applications with no standing water.



Product Specs

Material Options
Stainless Steel

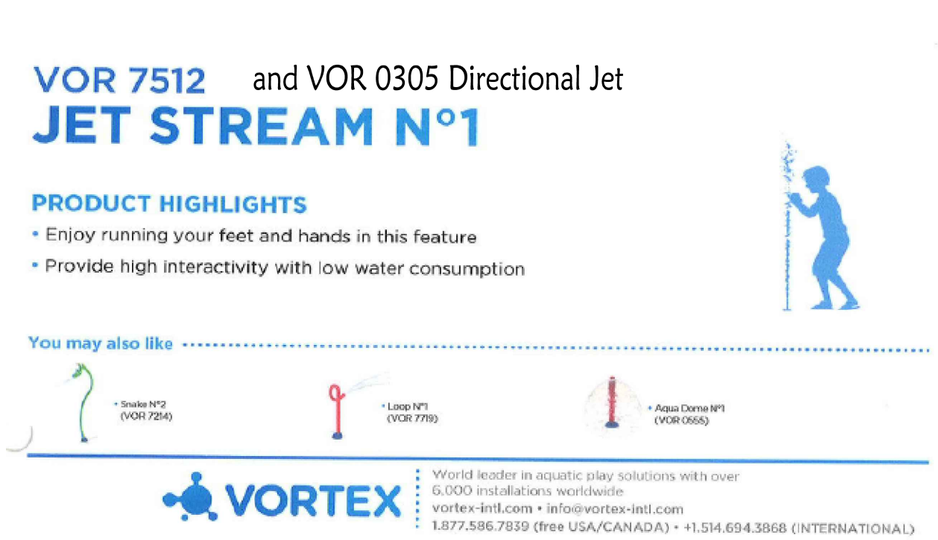
Dimensions
5' 0" x 0' 7"
(1,52 m x 0,21 m)

Splash Zone
10' 0" Dia.
(3,05 m Dia.)

Standard Flow Rate
7 GPM
26.50 LPM

PSI
6

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Aquatix and Vortex or approved equals.

This Splash Pad or Interactive Fountain consist of ground jets. The ground jets shown on this sheet by Aquatix and Vortex are approved equals. Contractors can submit other manufacture's to be considered as prior approved equals.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
FOUNTAIN NOZZELS

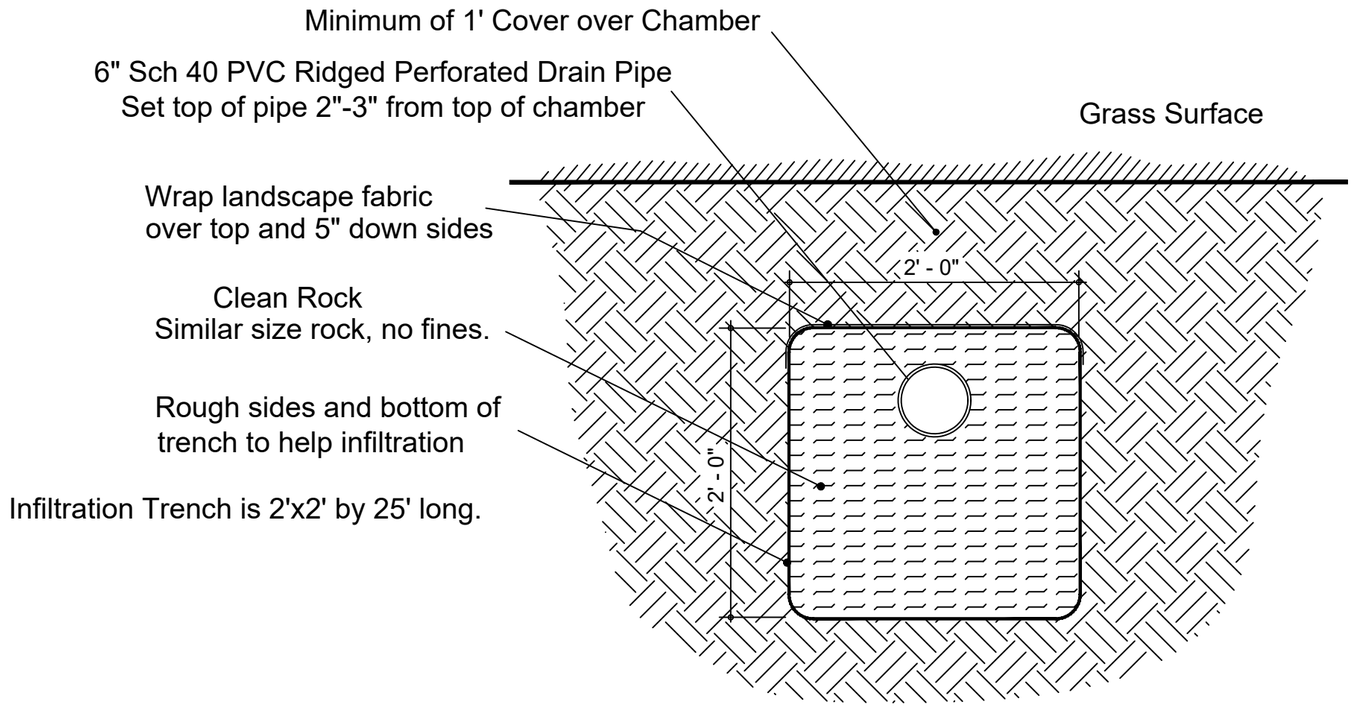
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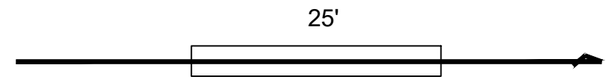
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: F7
PROJECT: Gulley Playgd/Ftn

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Infiltration Trench Plan View - NTS
See plan for location of drain line

Infiltration Trench on Splash Pad Drain Line

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

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FILE NAME: GulleyConsDrawingsSecondSection80522.dwg

TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
FOUNTAIN DRAIN LINE INFILTRATION BASINS

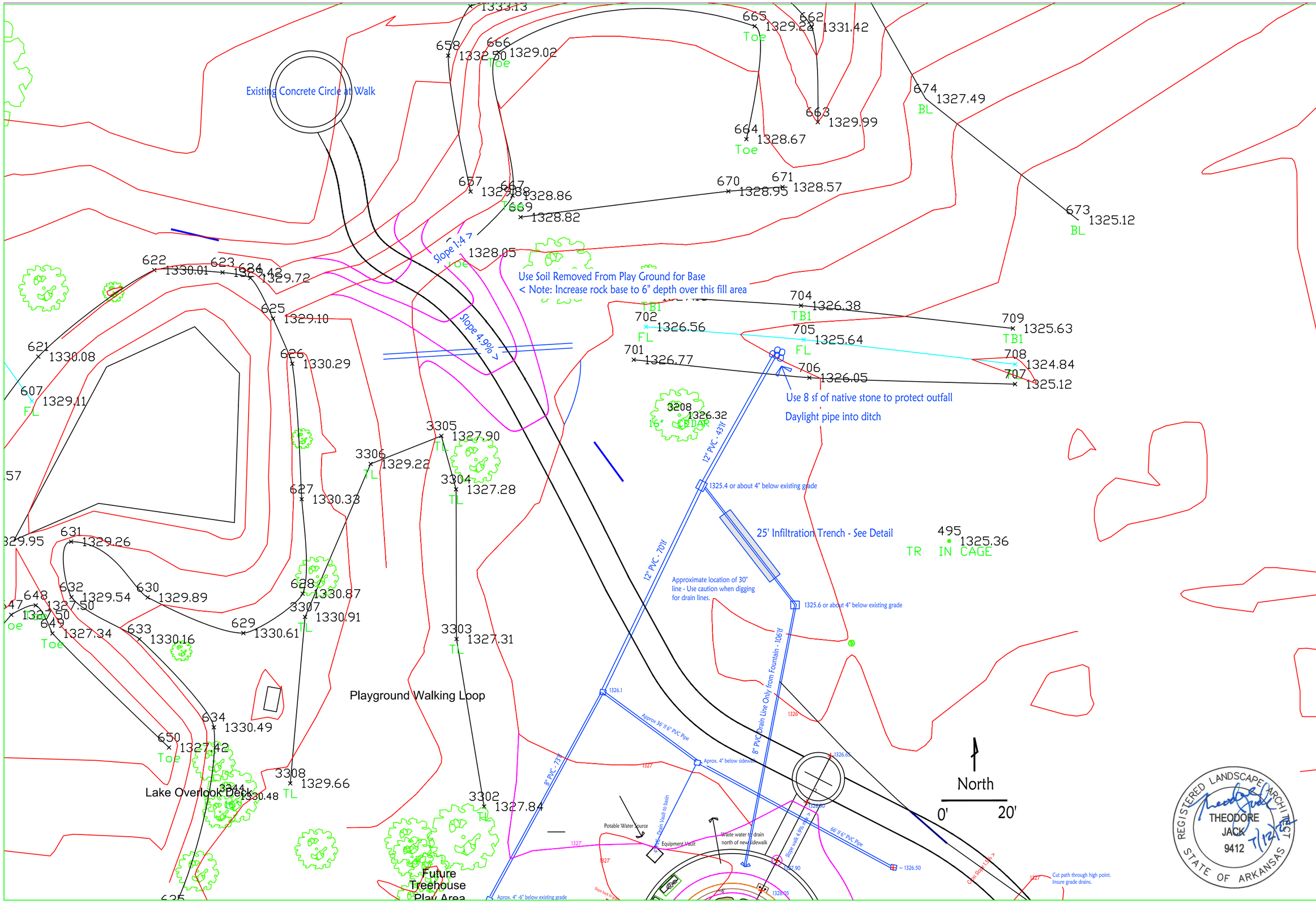
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: F8
PROJECT: Gulley Playgd/Ftn

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
GRADING AND DRAINAGE BLOWUP NORTH

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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: July 8, 2022
SHEET: G1
PROJECT: Gulley Playgd/Ftn

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aygrounf Walking Loop

3302
× 1327.84

Future Treehouse Play Area

8" PVC - 73'lf

Approx. 36' lf 6" PVC Pipe

Aprox. 4" below sidewalk

8" PVC Drain Line On

1326'

1326.65

1326.90

1327'

North

0' 20'

Potable Water Source

4" PVC - Drain Vault to basin

Equipment Vault

Waste water to drain north of new sidewalk

Slope walk 4.9% max >

66' lf 6" PVC Pipe

~ 1326.50

1327.90

Cross Slope 1.5% >

Cut path through high point. Insure grade drains.

1327'

1326'

Aprox. 4" -6" below existing grade

Slope back to grade at 1:5 or less

1327.90

1328.05

~6'

Sitting Boulders

8'

~6'

1328.05

1327.70 Drains - Slope Up to center jet from drains

Jet Locations - See blowup

< 1328.00

Slope 1.75% to drains

6'

8'

~6'

1328.05

1327.90

1328.10

1328.20

1328.25

1328'

1329'

1328.05

1328'

1328.45

1328.65

30'x40' Pavilion

Equal Distance

Equal Distance

1328.65

1328.45

1328'

1328.65

1328.65

1328.45

1328.25

1328.20

1328.15

Fine grade surface before installing turf for positive drainage to drains and away from hardscape

1327'

Throw Lines Junior Senior

1327.30

905sf of Artificial Turf

Note: Contractor is to insure positive drainage from concrete surfaces.

3330
× 1328.13

6" PVC - 30lf

Aprox. 6" below existing grade

Arrange drainage pipe in play areas around play equipment footings

8" PVC - 39lf

1328.25

1328.45

1328.20

1328'

1328.30

1328.45

1328.33

Top 1327.75

1329'

~3021 sf Safety Surfacing

Fine grade surface before installing turf for positive drainage to drains and away from hardscape

Chess Tables

Ping Pong Table

1327.80

1327.75

1327.75

1327.80

CL

1327.65

Score Tower (3)

1326.80

1327.20

4" PVC

1328.22

Bench

1327.40

4" Soc Pipe

1326.10

1327'

1328'

1327.20

1328.45

1328.45

1328.25

1328.20

Slope 10% >

Mushrooms

1328.30

Chess Tables

1328.22

1328.15

1328.28

1328.28

1328.26

4" PVC

20lf 4" PVC

35lf 6" PVC

6" PVC

Flush Dowel Connecti

1328.65

< 8' Dia - 20" Deep Infiltration Basin

Landscape Structures We-Saw. 54" fall height

lion

3 Pit 1

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
GRADING & DRAINAGE BLOWUP FOUNTAIN AREA

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Fayetteville, AR 72701
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CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: **G2**
PROJECT: Gulley Playgd/Ftn

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Pavilion

Existing Pavilion

B Pit 1

B Pit 2

3331 × 1328.39 TL

27.77

Aprox. 6" below existing grade

8" PVC - 38lf

Fine grade surface before installing turf for positive drainage to drains and away from hardscape

Top 1327.75

~3021 sf Safety Surfacing

Arrange drainage pipe in play areas around play equipment footings

30'x40' Pavilion

Equal Distance

Equal Distance

Chess Tables

Ping Pong Table

Chess Tables

Mushrooms

Landscape Structures We-Saw 54" fall height

< 8' Dia - 20" Deep Infiltration Basin

Arrange drainage pipe in play areas around play equipment footings and to move water to infiltration basins and out at NW corner. See details.

Wheelchair Accessable We Go Round

Miracle MegaTower 714-580JX

Chill Area

Swings

Score Tower (3)

Bench

4" Soc Pipe

Slope 1.0% >

35lf 6" PVC

43lf 6" PVC

40lf 6" PVC

4" PVC

20lf 4" PVC

Flush Dowel Connection

Existing Light Pole

< Note we could create a ra

Existing Pipe Under 8' Wa

Four 4'x10'x20" deep rock chambers

4'x10'x20" deep Infiltration Basins >

65 LF 6" PVC

Swings ~2410 sf Safety Surfacing Fall Height 9'-0"

Existing 8' Concrete Path

Existing Walk

Shallow Swale

Playground Surfacing 40% Void

Existing Trees

SUGGESTED LAYOUT P.O.B. >

1329.10 Concrete Edge

Existing Playground Slab

Surface Mount 6' Benchs Layout approved by LA

NEW COW CLIMBER

NEW STAGE

Flush

Slope 1% >

4" PVC 30lf

4" PVC 32lf

R 18'

Set Concrete Ring Level

Existing Sewer Line (~5' cover)

3131 1329.00 Existing Tree

Playworld Spinner w/ Floor ~275sf Safety Surfacing

Existing Light Pole

844 × 1327.06 TB1

842 132 FL

NOTE: EXISTING ASPHALT PATH TO RESTROOM IS TO BE REPLACED WITH 6' WIDE CONCRETE PATH WITH LAYOUT SET IN THE FIELD AND APPROVED BY LANDSCAPE ARCHITECT OR ENGINEER. ELEVATIONS TO BE SIMILAR TO EXISTING WALK.

NOTE: TOP OF GRATE ELEVATION IS GIVEN ON DRAWINGS. DRAINAGE LAYOUT GENERALLY FOLLOWS SLOPE OF GROUND USE A MINIMUM OF 1% SLOPE ON YARD DRAINAGE PIPES.

0' 8' 16' 24'

Contour Interval One Foot

REGISTERED LANDSCAPE ARCHITECT THEODORE JACK 9412 STATE OF ARKANSAS 7/12/22

Note: Contracto positive drainag surfaces.

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TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
GRADING & DRAINAGE BLOWUP AREA - SOUTH

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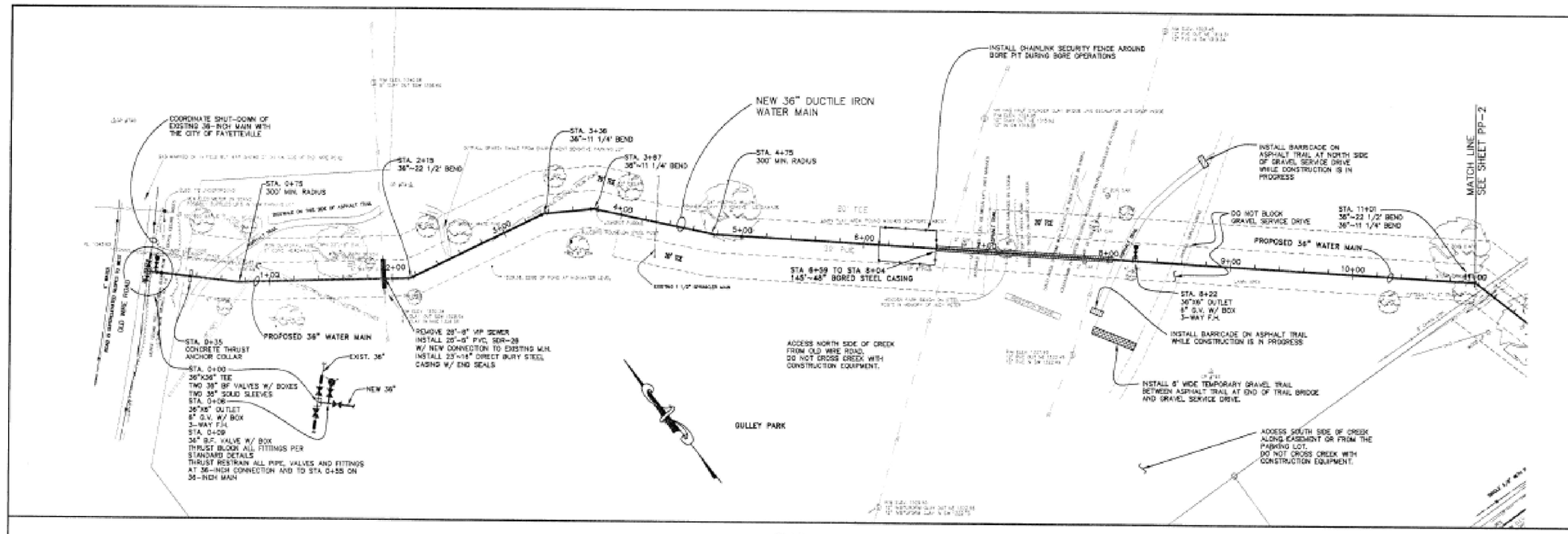
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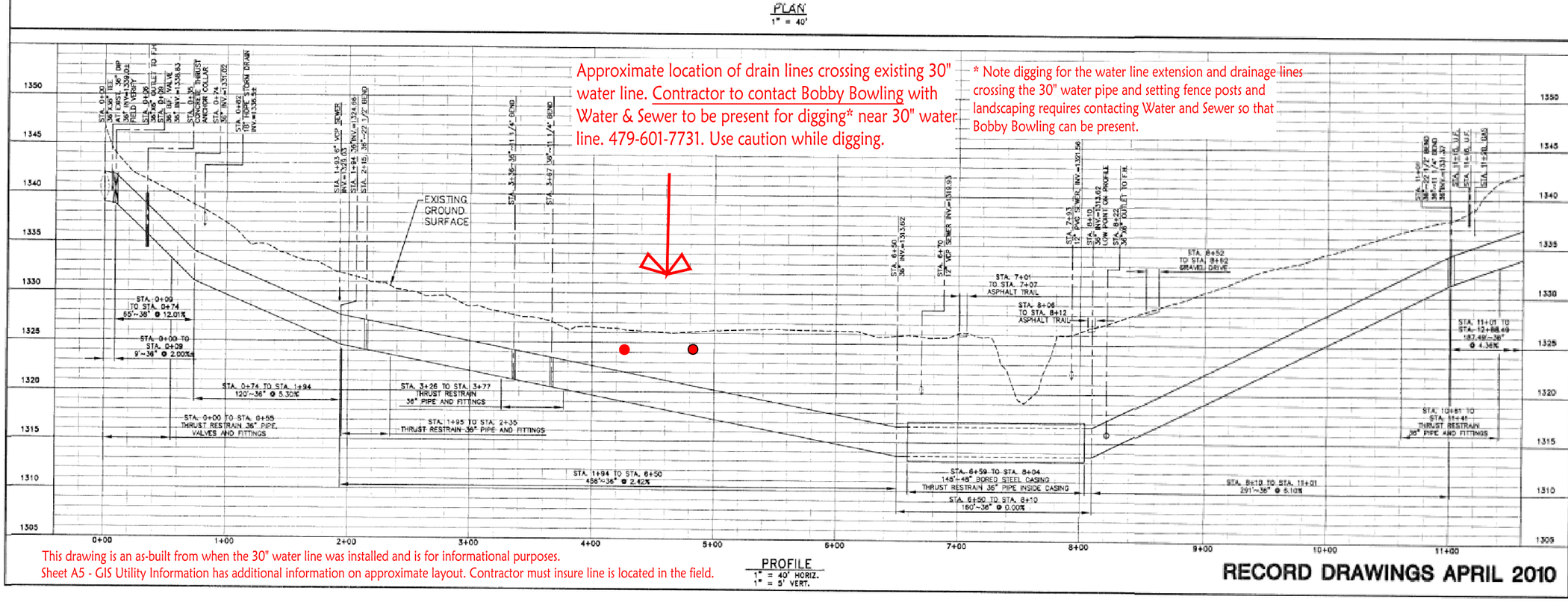
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SHEET: G3
PROJECT: Gulley Playgd/Ftn

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PLAN
1" = 40'



PROFILE
1" = 40' HORIZ.
1" = 5' VERT.

This drawing is an as-built from when the 30" water line was installed and is for informational purposes.
Sheet A5 - GIS Utility Information has additional information on approximate layout. Contractor must insure line is located in the field.

RECORD DRAWINGS APRIL 2010

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Original Signature On File

NO.	DATE	DESCRIPTION	DRAWN	APPVD

Fayetteville ARKANSAS

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

CITY OF FAYETTEVILLE
36" WATER MAIN
TOWNSHIP STREET
FAYETTEVILLE, ARKANSAS

TITLE
PLAN & PROFILE
STATION 0+00 TO 11+00

DRAWN BY	APPROVED
L.E.W.	R.W.W.
SCALE	DATE
AS NOTED	MAY 2009
JOB NO.	FIELD BOOK
FY082148	
SHEET NO.	REV.
PP-1	

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
EXISTING 36" WATER LINE DEPTH INFORMATION

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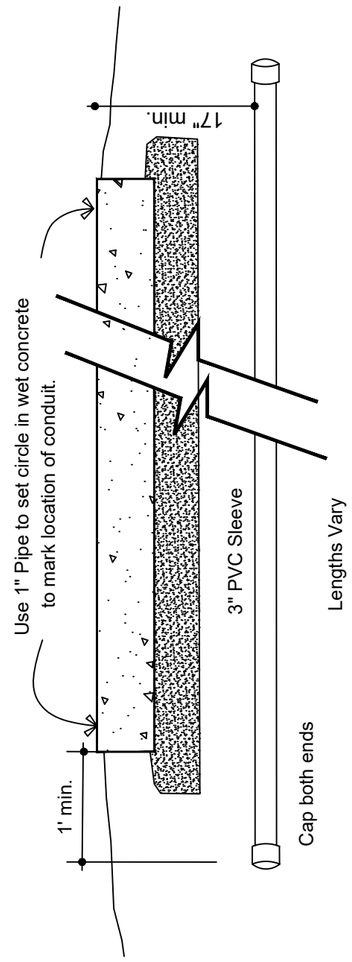
CITY OF FAYETTEVILLE ARKANSAS

DATE: July 8, 2022
SHEET: G4
PROJECT: Gulley Playgd/Ftn



Legend:
3"sch 40 Pvc Sleeve Location
See detail for installation
Length Varies

EMPTY / SPARE CONDUIT LOCATIONS



Empty Conduit Detail
Detail NTS

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9412
STATE OF ARKANSAS
7/12/22

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TITLE:
GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
Empty Conduit Locations

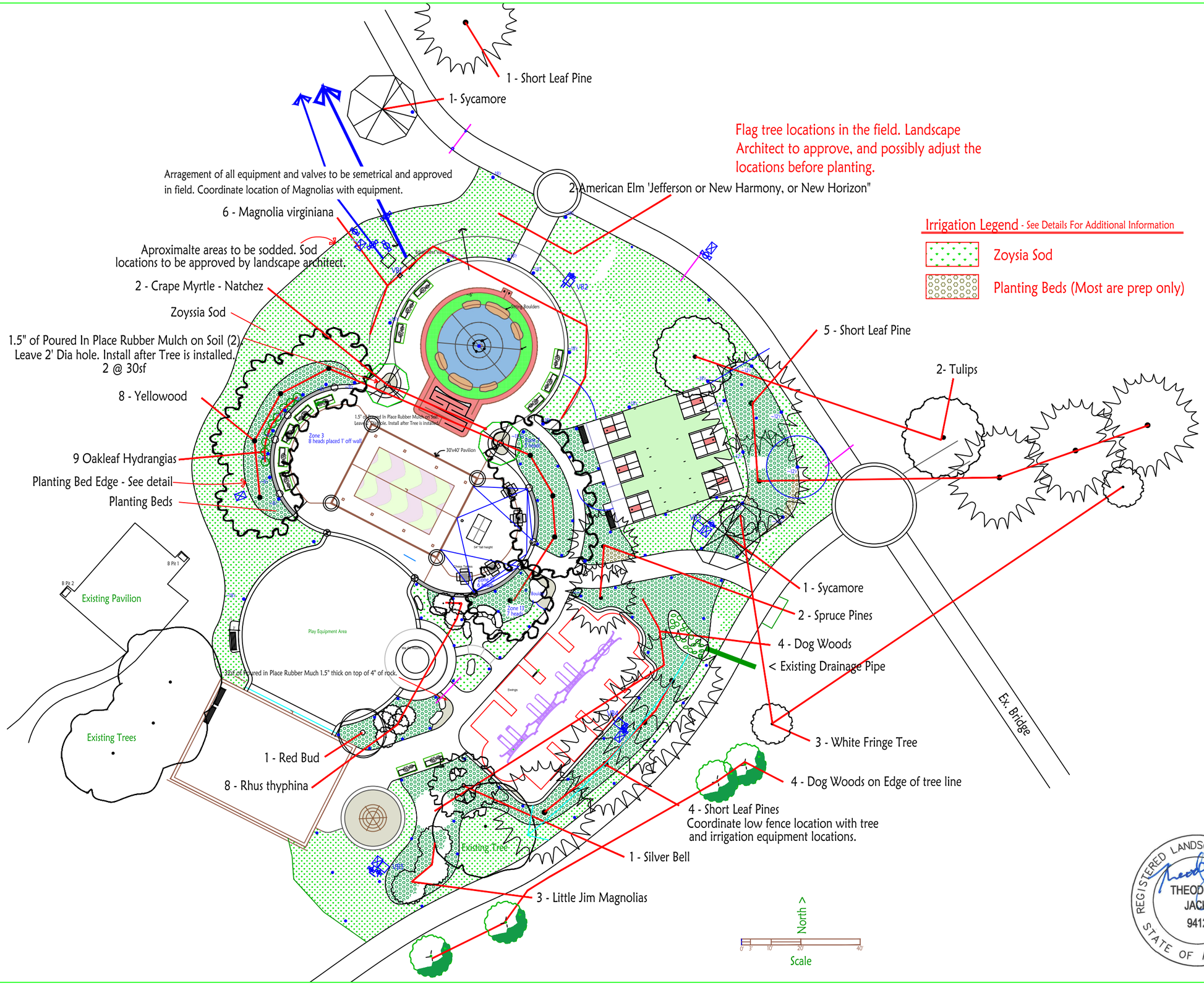
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DATE: July 8, 2022
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PROJECT: Gulley Playgd/Ftn

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TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PLANTING PLAN

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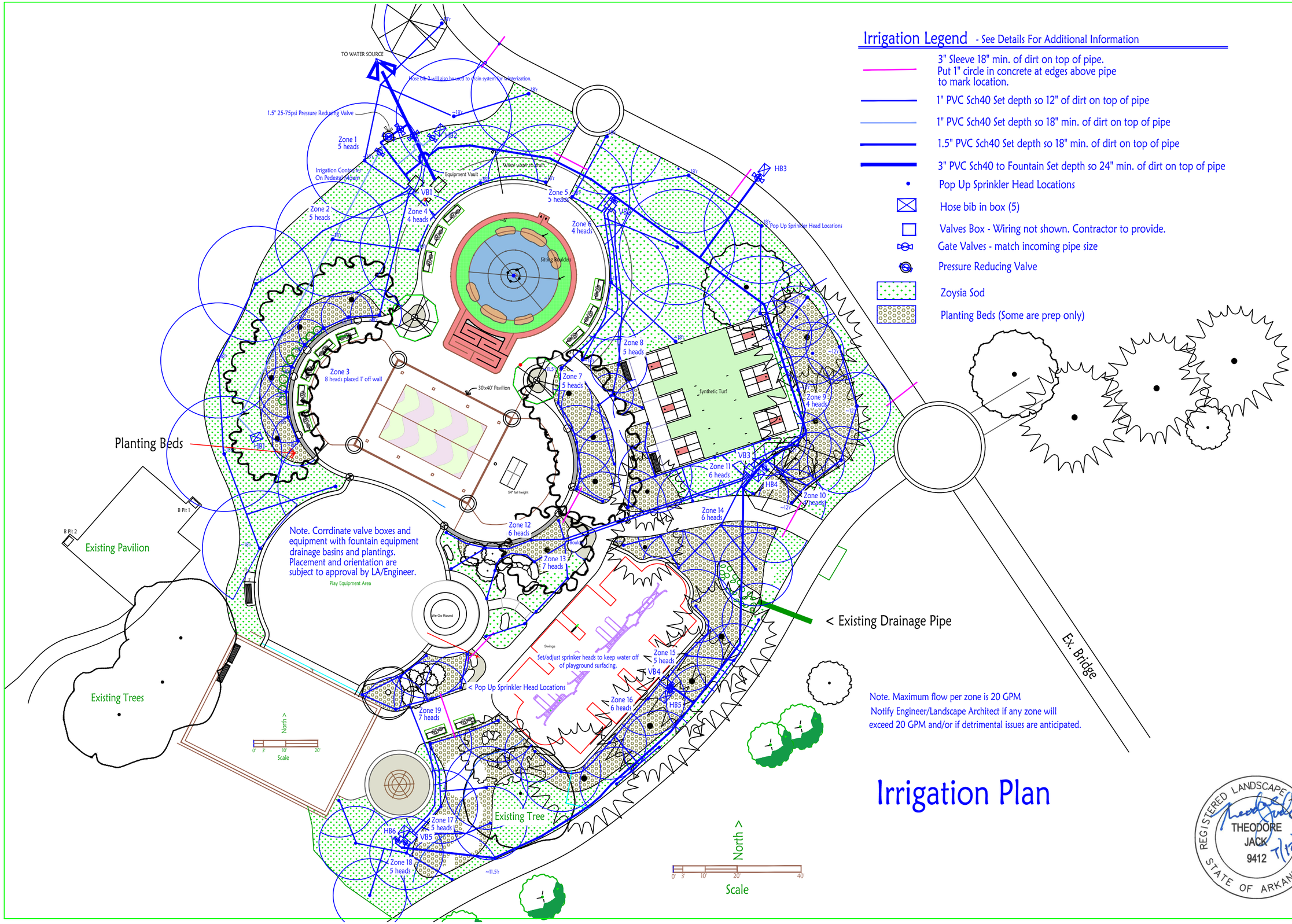
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REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS
7/12/22

DATE: May 12, 2022
SHEET: **L1**
Gulley Park Playground

Foster, Zach August 25, 2022 8:45 AM Gulley Sec 3 planting.dwg



Irrigation Legend - See Details For Additional Information

- 3" Sleeve 18" min. of dirt on top of pipe. Put 1" circle in concrete at edges above pipe to mark location.
- 1" PVC Sch40 Set depth so 12" of dirt on top of pipe
- 1" PVC Sch40 Set depth so 18" min. of dirt on top of pipe
- 1.5" PVC Sch40 Set depth so 18" min. of dirt on top of pipe
- 3" PVC Sch40 to Fountain Set depth so 24" min. of dirt on top of pipe
- Pop Up Sprinkler Head Locations
- Hose bib in box (5)
- Valves Box - Wiring not shown. Contractor to provide.
- Gate Valves - match incoming pipe size
- Pressure Reducing Valve
- Zoysia Sod
- Planting Beds (Some are prep only)

Note. Maximum flow per zone is 20 GPM
Notify Engineer/Landscape Architect if any zone will exceed 20 GPM and/or if detrimental issues are anticipated.

Irrigation Plan

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

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FILE NAME: Gulley Sec 3 planting.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
IRRIGATION LAYOUT

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CITY OF FAYETTEVILLE ARKANSAS

DATE:

SHEET: L2

Gulley Park Playground

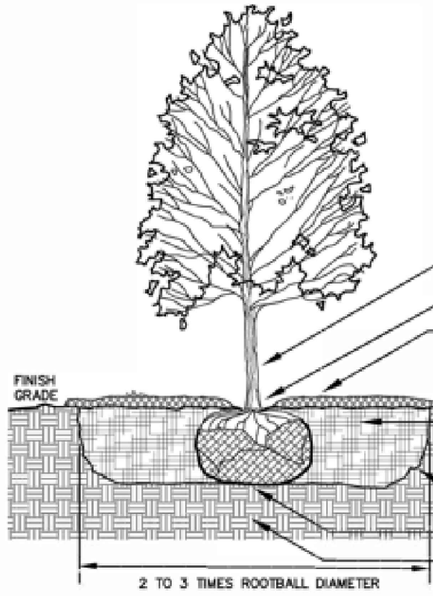
Gulley Sec 3 planting.dwg
August 25, 2022 8:45 AM
Foster, Zach

Plant List

Botanical Name	Common Name	Size	Qty
Cercis canadensis - White	Red Bud - White Cultivar	1.5" bb	1
Chionanthus virginicus	White Fringe	2" bb	3
Cladrastis kentukea	Yellowood	2" bb	8
Cornus florida	Dogwood	1.5" bb	13
Halesia diptera	Silver Bell	2" bb	1
Hydrangea quercifolia	Oakleaf Hydrangia	5 gal Cont	9
Lagerstroemia indica 'Natchez'	Crape Myrtle (Natchez)	2" bb	2
Liriodendron tulipifera	Tuilp tree	2" bb	2
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	7 gal	3
Magnolia virginiana	Magnolia (Sweet Bay)	2" bb	6
Pinus echinata	Shortleaf Pine	2" bb	10
Pinus glabra	Spruce Pines	2" bb	2
Platanus occidentalis	Sycamore	2" bb	2
Rhus thyphina	Staghorn Sumac	5 gal Cont	8
Ulmus americana 'Jefferson' or 'New Harmony' or 'New Horizon'	American Elm	2" bb	2

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
STATE OF ARKANSAS

811 Know what's below. Call before you dig.



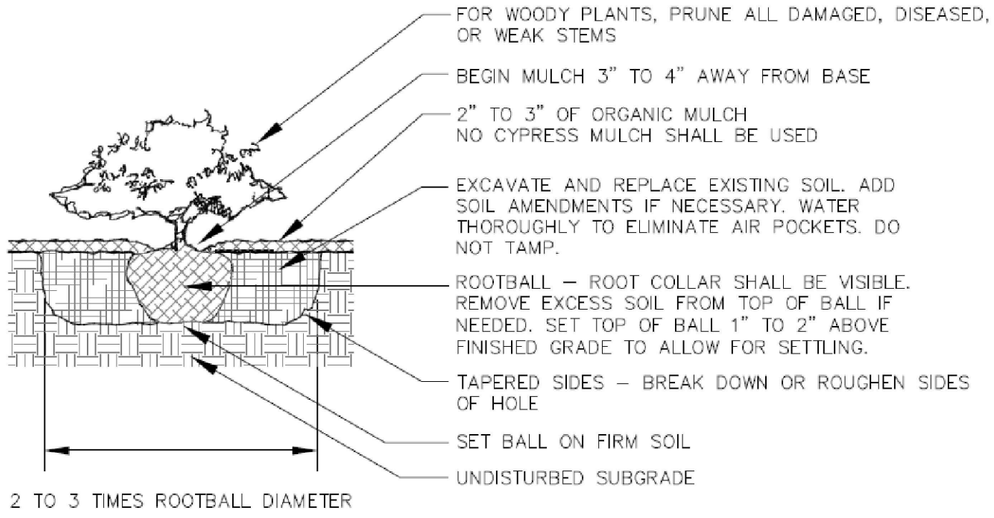
NOTES:
1. TREES SHALL BE 2" CALIPER MINIMUM.
2. THE HOLE FOR THE TREE SHALL BE EXCAVATED 2-3 TIMES THE SIZE OF THE ROOT BALL.
3. STAKE ONLY IF NECESSARY AND AS DIRECTED BY THE PROJECT MANAGER.
4. REMOVE ANY TWINE, ROPE, FLAGGING, WRAPPING, OR GUARDS FROM TREE.
5. PRUNE ONLY DEAD OR BROKEN BRANCHES OR DOUBLE LEADERS AT TIME OF PLANTING.
6. ROOTBALL – ROOT COLLAR SHALL BE VISIBLE. REMOVE EXCESS SOIL FROM TOP OF BALL IF NEEDED. SET TOP OF BALL 1" TO 2" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING. AFTER SETTING BALL IN PLANTING HOLE, CUT AWAY OR REMOVE THE ENTIRE WIRE BASKET. CUT OR REMOVE ALL ROPES OR TWINE FROM BALL. CUT AWAY OR REMOVE BURLAP. IF ROOTBALL BEGINS FALLING APART DURING INSTALLATION OR WHILE REMOVING THE WIRE BASKET, PEEL THE WIRE AND/OR BURLAP BACK TO THE BOTTOM OF THE PLANTING HOLE AND REMOVE ANY PEELED BACK MATERIAL.

SET TREE PLUMB SO THE MAIN LEADER IS STRAIGHT
BEGIN MULCH 3" TO 4" AWAY FROM TRUNK
2" TO 3" OF ORGANIC MULCH. NO CYPRESS MULCH, NO SHREDDED RUBBER MULCH, NO DYED MULCH SHALL BE USED.
EXCAVATE AND REPLACE EXISTING SOIL. ADD SOIL AMENDMENTS IF NECESSARY AS DIRECTED BY PROJECT MANAGER. WATER THOROUGHLY TO ELIMINATE AIR POCKETS. DO NOT TAMP.
WIDE SHALLOW HOLES WITH TAPERED SIDES. BREAK DOWN OR ROUGHEN SIDES OF THE HOLE.
SET BALL ON FIRM SOIL
UNDISTURBED SUBGRADE

TREE PLANTING DETAIL
NOT TO SCALE

Landscape Notes

1. Prior to construction, the contractor is responsible for contacting Arkansas one-call and shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. The contractor is responsible for repairing any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction at no cost to the owner.
2. All plants must be healthy, vigorous and free of pests and disease.
3. Standards set forth in "American Standard for Nursery Stock" represent guideline specifications only and shall constitute minimum quality requirements for plant material.
4. All plants must be container grown or balled and burlapped as indicated on the plant list.
5. All required trees shall be free of damage to bark and major limbs.
6. All trees must be straight trunked and full headed, unless specified otherwise, and must meet all requirements specified on plans.
7. All trees and shrubs shall be installed per planting details in these documents.
8. All plants are subject to the approval of the landscape architect.
9. All planting areas must be completely mulched with a 3" layer of organic hardwood mulch. Mulch shall be not be placed immediately adjacent to tree trunks, but shall be kept at least 3" from root collar at the soil line. Cypress mulch is not acceptable.
10. All proposed planting areas covered by grass shall have the existing sod if any completely removed before planting begins.
11. All planting beds shall be contained by metal edging material specifically designed for planting beds unless edges are contained by concrete.
12. The contractor is responsible for verifying all quantities shown on these plans before pricing the work.
13. The contractor is responsible for fully maintaining all planting material (including but not limited to: watering, spraying, mulching, fertilizing, etc.) In all planting areas and lawn areas until the work is accepted in total by the owner.
14. Substitutions of plant material can only be made with written approval of landscape architect or engineer.
15. Contractor to insure trees are planted vertical and they remain vertical.



SHRUB PLANTING DETAIL
NOT TO SCALE

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: Gulley Sec 3 planting.dwg

TITLE: **GULLEY PARK**
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
PLANTING LIST, DETAILS & NOTES

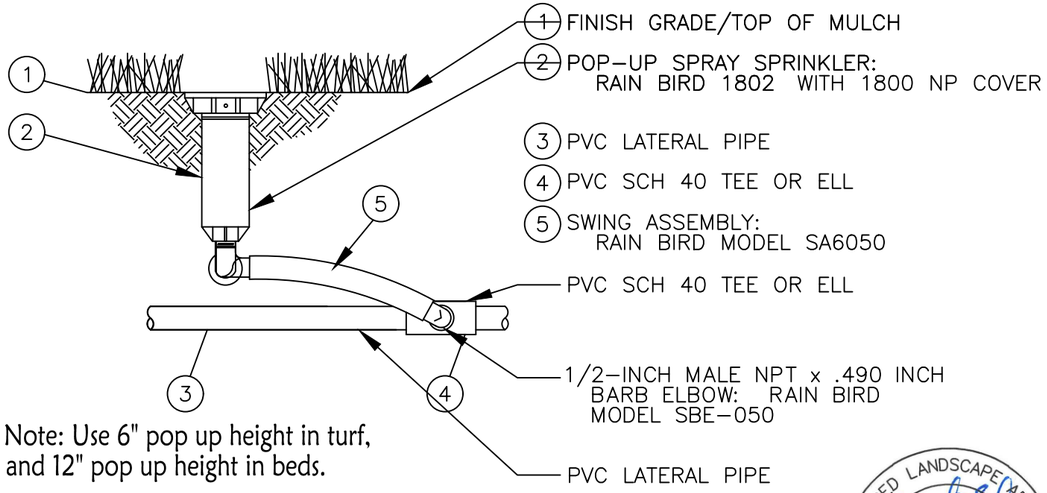
REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

CITY OF FAYETTEVILLE ARKANSAS

DATE: May 12, 2022
SHEET: L3
Gulley Park Playground

Foster, Zoch August 25, 2022 8:46 AM Gulley Sec 3 planting.dwg



Note: Use 6" pop up height in turf,
and 12" pop up height in beds.

Pop-Up Spray Head/Assembly

Rainbird 1802 or Hunter ProSpray with Swing Pipe

Nozzels: Use Rainbird R-VAN Variable ARC Sprays, or Hunter MP Rotors, or approved equal.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS



Rainbird ESP-4ME3 Outdoor Controller w/ WiFi Module or Hunter Pro-HC Controller w/WiFi Module or approved equal

Controller to be mounted with the Interactive Fountain Equipment
Contractor to provide a ground fault protected weatherproof receptical for power
Controller mounted and installed per manufacture's recommendations



STANDARD RECTANGULAR SERIES (VB-STD)	JUMBO RECTANGULAR SERIES (VB-JMB)	SUPER JUMBO RECTANGULAR SERIES (VB-SPR)
T: 14.5" L x 9.4" W x 12.1" H B: 18.7" L x 14.1" W (T: 36.8 cm x 23.9 cm x 30.7 cm) (B: 47.6 cm x 35.9 cm)	T: 18.7" L x 12.2" W x 12.1" H B: 24.0" L x 17.5" W (T: 47.4 cm x 30.9 cm x 30.7 cm) (B: 61.1 cm x 44.3 cm)	T: 22.5" L x 13.0" W x 15.0" H B: 28.8" L x 19.5" W (T: 57.1 cm x 33.0 cm x 38.1 cm) (B: 73.1 cm x 49.6 cm)
Two large center knock-outs accommodate up to a 3.5" (8.9 cm) diameter pipe and eleven other knock-outs accommodate up to 2.0" (5.0 cm) diameter pipe. Optional lock option.	Two large center knock-outs accommodate up to a 3.5" (8.9 cm) diameter pipe. Optional lock option.	Thirteen knock-outs accommodate up to a 3.5" (8.9 cm) diameter pipe. Includes two stainless steel bolts and clips to securely fasten the lid to the body.

Automatic Valve Boxes - Rainbird VB Series or Approved Equal

VB-STD-H Standard – Black Body with Green Lid + Lock
VB-JMB-H Jumbo – Black Body with Green Lid + Lock
VB-SPR-H Super Jumbo – Black Body with Green Lid + 2 Locks
Use 6" Extensions if necessary.
Contractor to use most appropriate size from three sizes.

DV/DVF Residential / Light Commercial Irrigation Control Valve

The industry leader for more than 20 years





Typical Clustered Valve Box Installation

Irrigation Control Valve Rainbird DVF100 or Approved Equal

Control valves installed and wired per manufacture's recommendations
All irrigation control valves are 1"

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: Gulley Sec 3 planting.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
IRRIGATION DETAILS

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO: (479) 444-3471

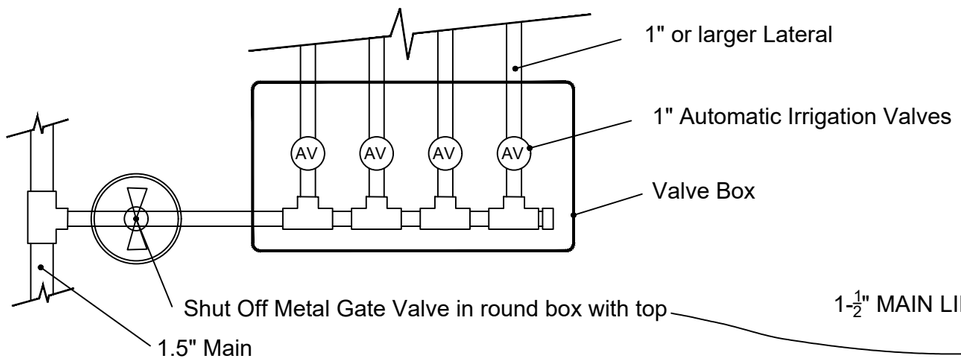
CITY OF FAYETTEVILLE ARKANSAS

DATE:
SHEET: L4
PROJECT:

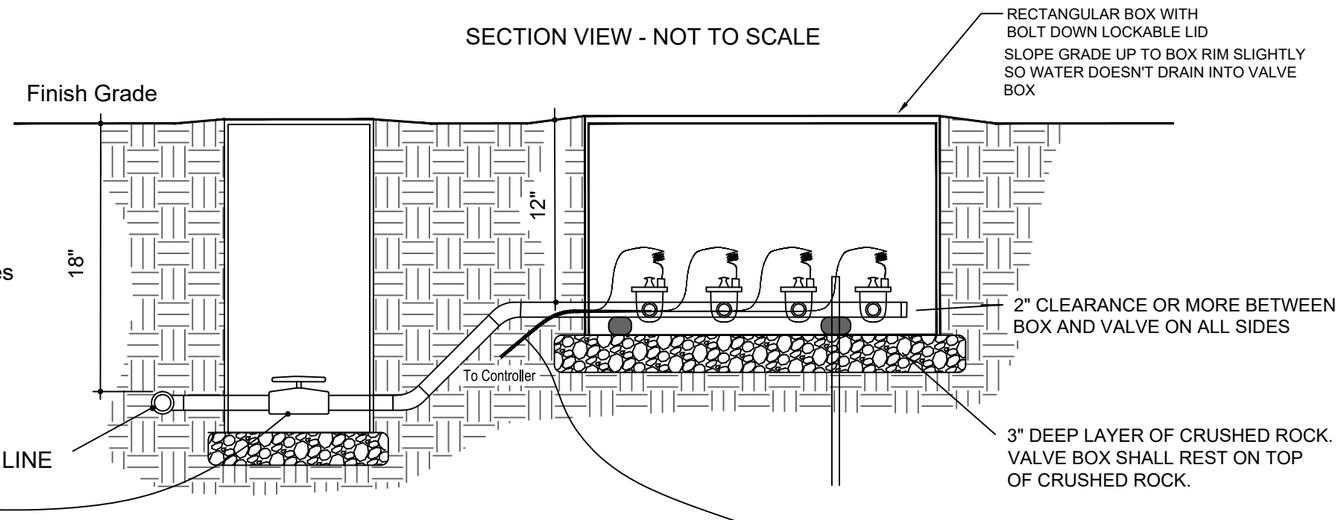
Foster, Zach August 25, 2022 8:46 AM Gulley Sec 3 planting.dwg

IRRIGATION SHUT OFF/ AUTOMATIC VALVE DETAILS

PLAN VIEW - NOT TO SCALE



SECTION VIEW - NOT TO SCALE



Not all fittings shown
Adjust configuration as needed for site conditions

NOTE:
-NOT ALL FITTINGS SHOWN
-BOTTOM OF VALVES SHALL BE ABOVE GRAVEL
-ADJUST CONFIGURATION AS NEEDED FOR NUMBER OF VALVES & SITE CONDITIONS
-ALIGN VALVE BOXES WITH NEAREST BUILDING, SIDEWALK, OR CURB
-USE 7 STRAND MULTI-WIRE TO EACH VALVE BOX. COIL WIRE IN BOX FOR EXTRA LENGTH
-COIL SPARES. ALL WIRE SPLICES SHALL BE SEALED

General Irrigation Notes:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PROJECT STANDARD SPECIFICATIONS.
2. THE CONTRACTOR IS TO INSTALL IRRIGATION EQUIPMENT NECESSARY TO PROVIDE A COMPLETE AND FUNCTIONAL SYSTEM THAT IS IN COMPLIANCE WITH THE PLANS, SPECIFICATIONS, ALL APPLICABLE CODES, AND REGULATIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD STAKE SYSTEM PRIOR TO DIGGING/ TRENCHING WITH FINAL APPROVAL BY LANDSCAPE ARCHITECT OR ENGINEER.
4. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO THE GROUNDS, PAVEMENT, SIDEWALKS, CURBS, ELECTRICAL SYSTEMS, AND OTHER SITE ELEMENTS CAUSED BY LEAKS IN PIPE ALREADY INSTALLED OR PIPE/ OTHER SYSTEM ELEMENTS BEING INSTALLED. REPAIR TO ALL DAMAGE CAUSED SHALL BE MADE AT IRRIGATION CONTRACTOR'S EXPENSE.
5. SUBMIT ALL PRODUCT INFORMATION AND ANY PROPOSED DIFFERENCES FROM THE PLANS TO THE LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR APPROVAL.
6. UPON COMPLETION OF INSTALLATION AND SYSTEM ACCEPTANCE, CONTRACTOR SHALL PROVIDE THE OWNER WITH A 3-RING BINDER CONTAINING ONE (1) COPY OF AS-BUILT DRAWINGS OF THE IRRIGATION SYSTEM, CUT SHEETS FROM IRRIGATION PRODUCTS USED, AND INFORMATION ON CONTROLLER(S), INCLUDING IRRIGATION SCHEDULE PROGRAMMED INTO THE CONTROLLER.
CONTROLLER SHALL BE MOUNTED IN THE SAME AREA AS THE FOUNTAIN EQUIPMENT. COORDINATE LOCATIONS OF EQUIPMENT FOR EFFICIENCY AND AESTHETICS. POWER (120V) SHALL BE LOCATED WITHIN 5-FEET OF CONTROLLER. INSTALL RAIN / FREEZE SENSOR WITH CONTROLLER.
7. CONTRACTOR IS TO SET PROGRAM FOR CONTROLLER THAT WILL OPERATE THE VALVES ON A SCHEDULE BETWEEN MIDNIGHT AND 5:00AM ON OPERATING DAYS.
8. AUTOMATIC VALVES ARE CLUSTERED IN FIVE LOCATIONS. RAINBIRD AND HUNTER AUTOMATIC VALVES ARE ALLOWABLE. AUTOMATIC VALVES SHALL BE INSTALLED IN VALVE BOXES SIZED FOR THE VALVES AND ALLOW FOR MANUAL OPERATION, REMOVAL OF SOLENOID AND/ OR VALVE COVER WITHOUT THE NEED FOR EXCAVATION. SEE DETAIL FOR ACCEPTABLE VALVE BOXES. EACH ZONE SHALL HAVE AUTOMATIC DRAIN VALVES INSTALLED.
9. SLEEVES ARE 1.5" SCH 40 PVC. CONTRACTOR SHALL CAP ALL PIPE ENDS WITH PVC PIPE CAPS. TEMPORARILY MARK END OF SLEEVES WITH T-POSTS OR VERTICAL PIPES. PERMANENT MARKING SHALL BE 1" CIRCLE IN EDGE OF CONCRETE OR TOP OF CURB. SEE DETAIL. LOCATE SLEEVING AS INDICATED ON THE IRRIGATION SITE PLAN. COORDINATE WORK WITH CONCRETE WORK.
10. PVC PIPE SIZES SHOWN ON PLANS ARE MINIMUMS. CONTRACTOR IS TO INCREASE SIZE IF NECESSARY FOR PROPER OPERATION OF SYSTEM.
11. CONTRACTOR IS TO TAKE MEASURES TO KEEP DIRT OUT OF THE PIPES. CONTRACTOR IS REQUIRED TO FLUSH ALL THE DIRT AND DEBRIS OUT OF THE PIPES BEFORE INSTALLING THE VALVES.
12. WATER PROOF WIRE CONNECTORS, MANUFACTURED WITH MOISTURE RESISTANT MATERIALS SUCH AS SILICONE, GREASE, OR PETROLEUM TO PREVENT CORROSION OF THE EXPOSED WIRE ENDS ARE REQUIRED.
13. MINIMUM COMMON WIRE SIZE FOR AUTOMATIC VALVES IS 18. CONTRACTOR TO PULL ONE SPARE WIRE FROM CONTROLLER TO EACH OF THE FIVE AUTOMATIC VALVE BOXES FOR A SPARE. USE A DIFFERENT COLOR FOR THE SPARE.
14. USE GROUND ROD AND PROPERLY GROUND IRRIGATION SYSTEM.

REGISTERED LANDSCAPE ARCHITECT
THEODORE JACK
9412
7/12/22
STATE OF ARKANSAS

SURVEYED BY: City
DRAWN BY: City
CHECKED BY: City
FILE NAME: Gulley Sec 3 planting.dwg

TITLE: GULLEY PARK
PLAYGROUND AND SPLASH PAD IMPROVEMENTS
IRRIGATION DETAIL / NOTES

REVISED

Parks and Recreation
1455 S. Happy Hollow Rd.
Fayetteville, AR 72701
PHONE NO. (479) 444-3471

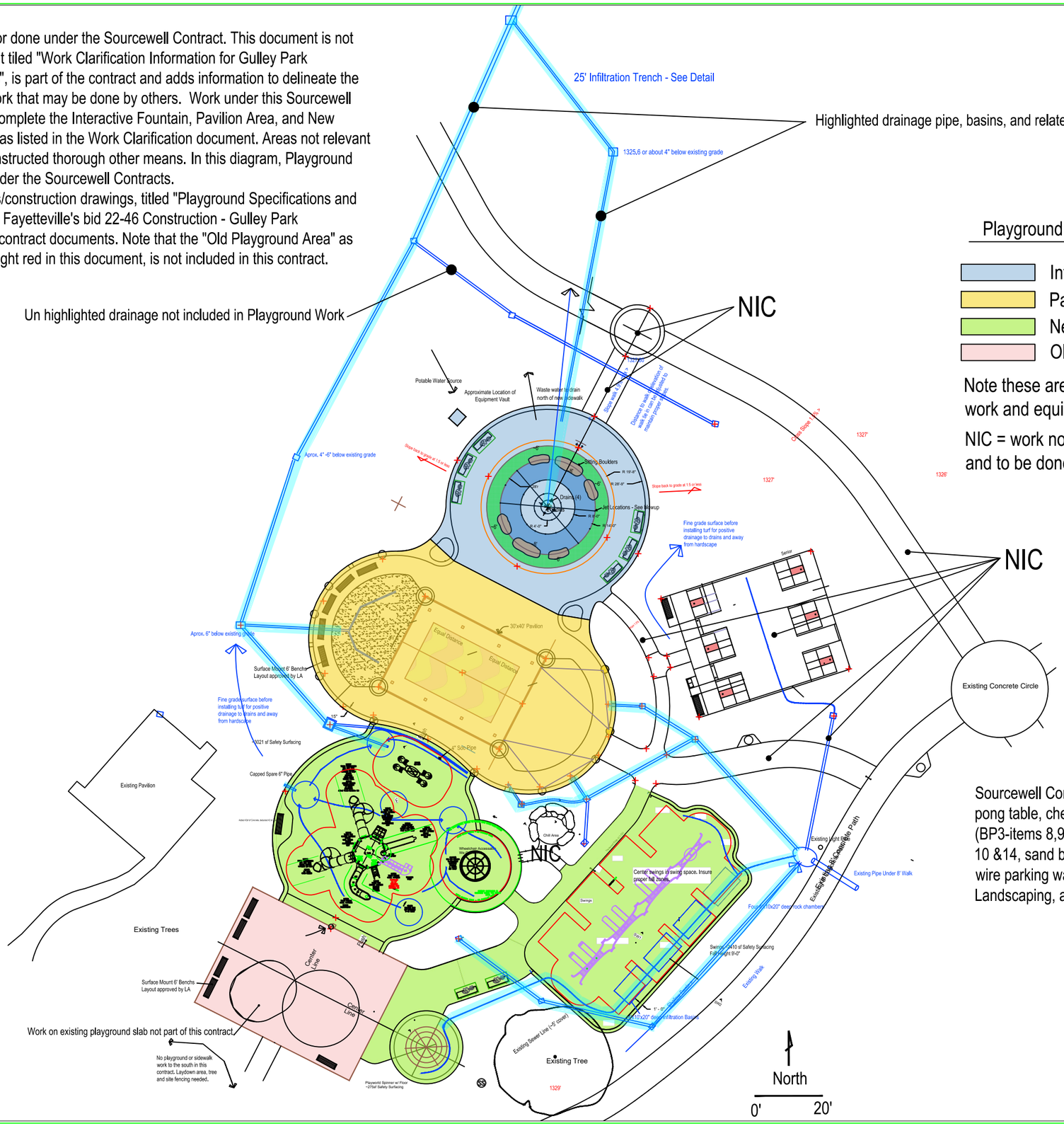
CITY OF FAYETTEVILLE ARKANSAS

DATE:

SHEET: L5

Foster, Zach August 25, 2022 8:46 AM Gulley Sec 3 planting.dwg

This diagram delineates the area of work for done under the Sourcewell Contract. This document is not comprehensive and an additional document tiled "Work Clarification Information for Gulley Park Playground and Splash Pad Improvements", is part of the contract and adds information to delineate the work to be done under this contract and work that may be done by others. Work under this Sourcewell Contracts includes all items necessary to complete the Interactive Fountain, Pavilion Area, and New Playground Area minus items not included as listed in the Work Clarification document. Areas not relevant to the Sourcewell Contract, will/may be constructed thorough other means. In this diagram, Playground work refers to work intended to be done under the Sourcewell Contracts.
Along with this diagram, the bid documents/construction drawings, titled "Playground Specifications and Splash Pad Improvements", used in City of Fayetteville's bid 22-46 Construction - Gulley Park Imiprovements, are included as part of the contract documents. Note that the "Old Playground Area" as indicated in Bid Package 5 and shaded in light red in this document, is not included in this contract.


25' Infiltration Trench - See Detail
1325.6 or about 4" below existing grade
Highlighted drainage pipe, basins, and related work included in Sourcewell Work
Un highlighted drainage not included in Playground Work
NIC
Playground Contractor Work Areas
Interactive Fountain Area
Pavilion Area
New Playground Area
Old Playground Area
Note these areas do not show all areas where work and equipment is necessary.
NIC = work not included in Sourcewell Work and to be done by others.
Potable Water Source
Approximate Location of Equipment Vault
Waste water to drain north of new sidewalk
Aprox. 4"-6" below existing grade
Slope back to grade at 1:5 or less
Slope with 2% - 4%
Distance to wall is minimum of face to face dimension of median pipe walls
Grade Slopes 1% - 2%
1327'
1326'
Existing Storm Drain
Existing Sanitary Sewer
Existing Water Line
Existing Gas Line
Existing Electric Line
Existing Fiber Optic Line
Existing Telephone Line
Existing Cable TV Line
Existing Overhead Utility Line
Existing Underground Utility Line
Existing Fence
Existing Building
Existing Concrete
Existing Asphalt
Existing Gravel
Existing Grass
Existing Trees
Existing Tree
Existing Pavilion
Existing Concrete Circle
Existing Sewer Line (>5' cover)
Existing Light Pole
Existing Concrete Walk
Existing Pipe Under 8' Walk
Existing Walk
Existing Concrete Pad
Existing Concrete Path
Existing Asphalt Path
Existing Gravel Path
Existing Grass Path
Existing Trees
Existing Tree
Existing Sewer Line (>5' cover)
Existing Concrete Circle
Existing Pavilion
Existing Concrete Walk
Existing Pipe Under 8' Walk

Appendix E - Work Clarification Information for
Gulley Park Playground and Splash Pad Improvements Sourcewell Contracts
January 17, 2023

Purpose of this document: The Work Areas Diagram – Sourcewell Contracts provides information on what work is included in the contract with both Landscape Structures and Poligon but due to its graphic nature some areas or not clearly delineated. This document adds additional information to clearly delineate what work is to be done under the Sourcewell contracts as detailed in the Gulley Park Playground and Splash Pad Improvements Construction Documents and specifications.

In this document each construction drawing sheet is listed below and labeled with one of three labels. Some pages are completely relevant to Sourcewell contract work (INC), some sheets contain information relevant for Sourcewell contract work and information for work not included in the Sourcewell contract work (MIX), and some sheets show work, none of which is in Sourcewell scope of work (NIC).

Format: Page / Listing / Notes

Cover - INC

Sheet Index – MIX

A1 – INC - General Notes – INC Note: The required playground testing will be paid for by the city. If deficient contractor will modify the surfacing to reach compliance at no additional costs to city. (Note 2 under playground general notes)

A2 – MIX – Note Sourcewell impact areas are likely smaller than shown on this drawing and do not include areas near Old Wire parking lot.

A3 – INC – Conceptual drawing for overview purposes that does not have construction document specifics

A4 – MIX – Overall site view does show some areas not relevant to Sourcewell contract work.

A5 and A6 – INC

A7 – MIX – This drawing shows fencing and erosion control. Sourcewell contract fencing and erosion control work does not need to encompass the areas shown near the Old Wire parking lot.

A8 and A9 – NIC

B1, B2, and B6 – MIX – Overall and blow up layout plans

C1 – INC

C2 – INC –(Note seating walls are not part of A6 REV and A7 REV)

C3 – INC

C4 – MIX (Note concrete connections to future work shall have rebar dowels on 20” centers for future walks/concrete to tie into)

C5 – MIX

C6 and C7 – MIX (See modified details A6 REV and A7 REV for pedestals for this page) Seating wall is not included in Sourcewell work.

C8 NIC

C9 and C10– MIX – Chill area details are not relevant to Sourcewell work.

C11 and C12 - NIC

C13 – INC – This sheet is just for informational purposes and does not provide construction information.

C14 through C24 – INC

C25 – MIX – Note the low decorative fence is not included in Sourcewell work

C26 through C30 – All sheets INC

C31, C32, C33 – NIC

C34 – INC – Note existing playground modifications not part of this contract.

C35 – MIX – Stain information is not relevant to Sourcewell work

C36, C37, C38 – INC Note that 14 benches are included in Sourcewell work.

C39 – NIC

C40 – INC

C41 and C42 – NIC

C43- INC

C44, C45, C46 – NIC

F1 –through F8 – INC – Note that the sandblasting and staining is not included in Sourcewell work. Also note revised detail for handling the edge of splash pad area. Additionally, note that the City is responsible for providing power and water to within 5' of the vault area for the splash pad.

G1- G5 – MIX – Note the drainage lines that are included in the Sourcewell work are delineated in blue on the Pricing Diagram. These drawings show other drain lines not included in the Sourcewell work. On sheet G5 sleeves are needed some of which are in the areas of work by Sourcewell. The city will provide conduits (pipes) for those locations to be installed by Sourcewell. Also, the city will provide conduit for sleeves for Sourcewell to install for future electrical to the SW corner post of the pavilion.

L1-L5 – NIC – Due note that irrigation equipment will be located next to the splash pad equipment and the layout done in the field should consider that.

Appendix F

Gulley Playground and Splash Pad - Sourcewell Contract Schedule of Values

Poligon 1/17/2023

Line Item Descriptions:

	Item	Unit	Est. Qty.	Unit $	Amount
1	Bonds/Insurance	LS	1	**$6,502**	**$6,502**
2	Poligon & DuMor Material Product	LS	1	**$175,626**	**$175,626**
3	Site Work				
3.a	Dirt Work, Site/Tree Protection, Drainage	LS	1	**$205,891**	**$205,891**
3.b	Concrete Site Work	LS	1	**$144,722**	**$144,722**
4	Assembly and Installation of Equipment	LS	1	**$62,318**	**$62,318**
					$595,059
				***Totals must equal**	**$595,059.10**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-357

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Jared Rabren, Airport Director

DATE: January 17, 2023

SUBJECT:

RECOMMENDATION:
The Aviation Division requests a resolution to approve and allow the Mayor to sign all T-Hangar lease agreements for 2023 at the current rental rate or as adjusted upward by the City Council for all T-Hangars rented at the Fayetteville Airport-Drake Field.

BACKGROUND:
Drake Field operates 94 T-Hangar units which are designed to store single and twin-engine personal aircraft. The units are similar and feature the same amenities: electricity, lighting, and electric bi-fold doors.

DISCUSSION:
A standardized lease agreement format is used when the unit is leased. A copy of this lease agreement is attached.

BUDGET/STAFF IMPACT:
None. Revenue from the T-Hangar leases is budgeted. Rates are reviewed by the Airport Board every two years.

ATTACHMENTS: T-Hangar Leases 2023 SRF, Airport Hangar Lease Agreement

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

File #: 2023-357

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2023 AT THE CURRENT RENTAL RATE FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE AIRPORT

WHEREAS, the City constructed T-Hangars at the Fayetteville Airport serve pilots based at out airport and provide revenue to the City's Airport Services Division; and

WHEREAS, the Airport Board, working with the Airport Services Division, has recommended to the City Council the reasonable rental rates for all such T-Hangar rentals for many years; and

WHEREAS, it is appropriate for the City Council to approve numerous standard lease agreements for the T-Hangars as a group through the end of 2023, at which time the rates will be reviewed and potentially increased.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves all T-Hangar leases in the standard form and for the existing amount that come up for renewal or begin in 2023 and authorizes Mayor Jordan or his designee to execute the T-Hangar leases.

City of Fayetteville Staff Review Form

2023-357

Item ID

2/7/2023

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

Jared Rabren	1/17/2023	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Aviation Division requests approval for the Mayor's signature on all T-Hangar lease agreements for 2023 at the current rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Airport-Drake Field.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

HANGAR RENTAL AGREEMENT
Fayetteville Executive Airport, Drake Field
Lease Application and Accounting Information Form

Company or Individual Name:

Name of Company Representative (if applicable):

Home Address:

Mailing Address (if different):

Current Status of Corporation:
(Provide Copy of Certificate of Good Standing or
other documentation)

Business and/or Services to Be Provided:
Phone/Work: Phone/Cell:
Phone/Home: Email:
Emergency Contact Name: Emerg Phone:
Social Security or Tax I.D No. Date of Birth:

Hangar Number: Aircraft Number: N

Effective Date: Aircraft Make/Model/Year:

Monthly Rental: $ Aircraft Color Scheme: (Ex: White/Red)

Aircraft Type: Single Engine Aircraft

Person conducting the business and/or providing the service if different from above:
Name: Phone: E-mail:

Description of tools, equipment, services and inventory required to conduct proposed business and /or service: Please provide a description of the type of tools and equipment used, how services will be delivered to the customer, and types/amounts of materials to be stored including potentially hazardous materials

Hours of Operation: Total Number of Employees:

I,_____ , agrees to provide the Airport with changes to current address, telephone, aircraft, and insurance information.

Would you like to be included in a T-Hangar Tenant Directory? No Please check the information you would like to include in the Directory:

☐ Name	☐ Email	☐ Address
☐ T-Hangar number	☐ Tail number	☐ Aircraft type
☐ Telephone # (home)	☐ Telephone # (work)	☐ Telephone # (cell)

L E A S E A G R E E M E N T

The City of Fayetteville, Fayetteville Executive Airport, Drake Field hereby leases to _____, a hangar for the above described aircraft on the following terms and conditions. This lease is intended for the private storage of an aircraft. It is not intended to be used for aircraft maintenance, storage of hazardous materials or storage of non-aviation materials.

1. AIRPORT RULES AND ACCESS:

A. _____ shall abide by "The Minimum Standards for Fayetteville Executive Airport, Drake Field", City of Fayetteville codes and ordinances, county, state, federal Statutes, Federal Aviation Regulations, and environmental laws.

B. Hazardous activities such as, but not limited to: smoking, welding, use of spark producing devices (i.e. grinders), painting, doping, open fuel lines or the application of hazardous substances are expressly prohibited.

C. _____ shall keep the aircraft storage space clean and free of grease, oil, paper and other debris. All flammables must be stored in a metal container with a tight fitting lid with sump capability at minimum or any other approved containment device. Combustible liquids such as lube oil may be stored in small quantities. (See Airport's Minimum Standards). No additional label is necessary if company label already indicates flammable liquid or type liquid contained. Flammable storage (other than inside the aircraft fuel storage tank) is limited to a maximum of 10 gallons in each Hangar unit. The premises covered by this Agreement shall not be used for the storage of explosive substances or items.

D. Aircraft shall be removed from a hangar for any activity involving fueling or defueling.

E. The Airport and its designated agents may enter hangars at any time for inspection. Only locks provided by the Airport may be used on hangar doors.

F. Flying Clubs shall provide copies of the flying club bylaws, current insurance documents, and current membership roster to be submitted annually to the Airport Administration Office.

2. RENT:

A. A security deposit of $100.00 is due and payable upon commencement of the lease. The City may use the entire security deposit, or any portion thereof, to cure a default in the terms of the lease, as compensation for damages to the hangar beyond normal wear and tear, for cleaning of the premises, or for replacement of locks or other equipment necessary to secure the premises. Any amount not used for these purposes shall be refunded within sixty (60) days after termination of the tenancy and delivery of possession to the City.

B. The hangar rent is invoiced in advance and shall be due on the first day of each month. _____ further agrees to pay upon demand any excise or other tax on the leasehold interest.

C. The non-payment of rent may be grounds for termination of this Agreement. will also be subject to a late fee for delinquent rental payment. Delinquent accounts will be sent to a collection agency in accordance with City of Fayetteville's collection/termination policies after 90 days.

D. The rent stated above is subject to periodic adjustment by the Airport Board. Notice of increase shall be sent out at least thirty days prior to the increase.

3.STRUCTURAL MODIFICATIONS:

A. No structural or electrical modifications, painting, or alterations will be made to the storage space without the prior written approval of the Airport Director.

B. _____ shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof.

4.ELECTRICAL APPLIANCES:

A. Limited electrical appliances are allowed in a hangar including portable fans, televisions, refrigerators, radios, dehumidifiers, engine heaters, powered tow bars, battery trickle chargers, and small air compressors. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. Any appliance not having an explosion-proof motor which generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor. No appliances, except refrigerators, dehumidifiers, battery trickle chargers and engine heaters, may remain connected to any electrical receptacle when the hangar is not occupied.

B. _____shall not overload electrical circuits. Hangar electrical circuits are designed for 20 amps.

5.MOTOR VEHICLES:

A. Vehicles shall be driven on the airport only by a licensed driver in accordance with policy established in the Airport's Minimum Standards. _____shall maintain currency of registration as well as limits of liability and property damage insurance, as mandated by the State of Arkansas, on its vehicle. _____ will exercise all controls and restraints necessary as to its employees, agents, and invitees so as to comply with this Agreement.

B. Vehicles must be located so as not to block aircraft access route between any hangars, as per the Airport's Minimum Standards. Vehicles will be parked in accordance with the airport parking plan, signage and pavement markings.

6.ENGINE OPERATION: No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

7.PROPERTY DAMAGE/PERSONAL INJURY: Aircraft and other personal property are stored at_____'s sole risk. Any insurance protecting_____ 's personal property against fire, theft or damage must be provided by _____. _____agrees to save the Airport Harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Fayetteville Executive Airport, Drake Field, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. Insurance requirement shall be in accordance with the Airport's Minimum Standards and a current Certificate of Insurance shall be on file at the Airport Administration Office. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

8.AIRCRAFT MAINTENANCE: Maintenance repair work that requires open flame, use of spark producing devices (i.e. grinders), welding, or the use of flammable liquids is not in this Aircraft Storage Hangar. Opening fuel cells and fuel lines is not permitted in a storage hangar.

9. NO COMMERCIAL ACTIVITY: No commercial or revenue-producing activities shall be conducted or permitted from any aircraft storage space without written approval of the Airport Director.

10. NO ASSIGNMENT: The aircraft storage space designated above is rented on a month-to-month basis for aircraft storage only. Such space may not be sublet, assigned or otherwise transferred without the prior written approval of the Airport Director. Only the aircraft identified in this Agreement may be stored in this hangar.

11. TERMINATION:

A. This Agreement shall be deemed a "month-to-month" tenancy and may be terminated by either party upon giving thirty (30) days notice to the other in writing, prior to the end of any such rental period.

B. This Agreement may be terminated by the Airport upon ten (10) days written notice for any violation of the terms or conditions of this Agreement.

12. NOTICE: Any Notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address for the City/Airport, or for the tenant, the last known address or copy thereof may be posted upon the entryway door of the above mentioned hangar.

CITY OF FAYETTEVILLE

Airport Administration Office
4500 S. School Ave., Suite F
Fayetteville, AR 72701
Phone: 479-718-7642

13. If _____ fails to make any payment due hereunder within ten (10) days of the date on which such payment is due, the City of Fayetteville may, at its option, terminate this agreement and take possession of such of _____ personal property as is reasonably necessary to secure payment of the amount due and unpaid.

14. Upon expiration or other termination of this lease, _____'s rights to use of the demised premises shall cease, and _____shall vacate the premises without unreasonable delay.

All fixtures, improvements, equipment, and other property brought, installed, erected or placed by _____ on the demised premises shall be deemed to be personalty and shall remain the property of _____. _____ shall have the right at any time during the term of this agreement, to remove any or all of such property from the Airport, subject, however, to _____'s obligations to repair all damages, if any, resulting from such removal. Any and all property not removed by _____ prior to the expiration of this lease shall thereupon become the property of the City of Fayetteville and title thereto shall thereupon vest in the City of Fayetteville.

15. All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

_____: I have received a copy of "The Minimum Standards for the Fayetteville Municipal Airport Drake Field" _____. (initial)

Mandatory Acknowledgment "By signing this application, acknowledge that I am ultimately responsible for the payment of any and all sums of money arising as a result of this grant of temporary credit."

Signature of Responsible Party	**Title** **Date**

APPROVED:	**THE CITY OF FAYETTEVILLE:**
Airport Director **Date**	**Lioneld Jordan, Mayor** **Date**
	ATTEST :
	Kara Paxton, **City Clerk and Treasurer**

Attachment "A" to Hangar Rental Agreement
For Execution by Partners in Aircraft

I agree to be bound by the terms and conditions of the hangar Rental Agreement

Effective _____(day/month/year) for Hangar # _____

Lessee Name:_____

Partner #1: _____

Address _____

_____

Signature: _____

Partner #2: _____

Address _____

_____

Signature: _____

Partner #3: _____

Address _____

_____

Signature: _____

Partner #4 _____

Address _____

_____

Signature: _____

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-358

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Jared Rabren, Airport Director

DATE: January 17, 2023

SUBJECT:

RECOMMENDATION:
Staff requests approval for the Aviation Division to submit an FAA planning study grant application to fund 90% of project costs for a proposed Airport Master Plan Update at Fayetteville – Drake Field.

BACKGROUND:
An Airport Master Plan is a federally funded study which will guide the City of Fayetteville in decision making for airport development over the short-, medium-, and long-term. The AMP will inventory existing airport facilities and their condition, determine existing and future activity trends, and identify development projects to satisfy both existing and future demand. The AMP will perform an alternatives analysis to determine the most optimal uses of airport land to support potential aeronautical and non-aeronautical activities. Also included in this study will be an evaluation of existing airport utilities, drainage, and obstructions to airspace. The last Airport Master Plan was conducted in 2006. The FAA generally recommends the update of this plan every 10 years.

DISCUSSION:
This project is included on the Airport's 5-year Capital Improvement Plan (CIP) and is programmed for a FAA AIP grant in FY 2023. Upon receipt of an FAA grant offer in Spring 2023, the Aviation Division will seek approval from Council to execute the grant offer and execute Task Order 06 with Garver, LLC. All costs associated with Task Order 06 are included in the FAA grant application. The FAA AIP grant will cover 90% of project costs. The Aviation Division will submit a grant application to the ADA for reimbursement of the remaining 10% of project costs at the conclusion of the study. Any development recommendations created as a result of this study will be subject to future funding availability.
Below is a summary of the anticipated costs and funding breakdown for the project.

Federal FY 2023 – Airport Master Plan

		FAA:	$374,729.00
*Administration and Other Costs**	$3,000.00	ADA:	$41,637.00
Garver Task Order 06 (Planning Study):	$413,366.00	City:	$0.00
TOTAL:	**$416,366.00**	**TOTAL:**	**$416,366.00**

**Amount is estimated at this time.* 2023.

BUDGET/STAFF IMPACT:

The Aviation Division may expend up to $141,637 of its fund balance reserve. This amount includes $100,000 for cash-flow to cover the FAA's 90% share of billed invoices until monthly reimbursement is issued, and $41,637 for cash-flow to cover the ADA's share until reimbursement at the end of the project.

ATTACHMENTS: Airport Master Plan Update SRF, FYV AMP FAA Grant Application Package - Reduced

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

File #: 2023-358

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF $374,729.00 TO FUND 90% OF THE COSTS FOR A PROPOSED AIRPORT MASTER PLAN UPDATE AT DRAKE FIELD AIRPORT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to submit an application for a Federal Aviation Administration Grant in the amount of $374,729.00 to fund 90% of project costs for a proposed Airport Master Plan Update at Drake Field Airport.

City of Fayetteville Staff Review Form

2023-358

Item ID

2/7/2023

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

Jared Rabren	1/17/2023	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests approval for the Aviation Division to submit an FAA planning study grant application to fund 90% of project costs for a proposed Airport Master Plan Update at Fayetteville – Drake Field.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

January 17, 2023

Federal Aviation Administration
Attn: Ms. Phuong Tran
10101 Hillwood Parkway
Fort Worth, TX 76177

Re: Fayetteville – Drake Field
Master Plan Update (Planning)
FAA Grant Application (3-05-0020-055-2023)

Dear Ms. Tran:

We are pleased to submit our application for a FY 2023 planning grant for our Master Plan Update project. If you have any questions regarding the application, please feel free to contact me or Kyle Bennett with Garver.

Sincerely,

Jared Rabren
Airport Director
City of Fayetteville

Attachments:
SF 424 Application
FAA Form 5100-100
Sponsor Certifications
Record of Negotiations
Engineering Contract
Exhibit A – Airport Property Map

View Burden Statement

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- ○ Preapplication
- ◉ Application
- ○ Changed/Corrected Application

* 2. Type of Application:
- ◉ New
- ○ Continuation
- ○ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 01/12/2023

4. Applicant Identifier: FYV

5a. Federal Entity Identifier:

5b. Federal Award Identifier: 3-05-0020-055-2023

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Fayetteville

* b. Employer/Taxpayer Identification Number (EIN/TIN): 71-6018462

* c. UEI: JNDMR71AKHT3

d. Address:

* Street1: 4500 S School Avenue
Street2:
* City: Fayetteville
County/Parish:
* State: AR: Arkansas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 72701-8016

e. Organizational Unit:

Department Name: Transportation

Division Name: Aviation

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Jared
Middle Name:
* Last Name: Rabren
Suffix:

Title: Aviation Director

Organizational Affiliation: City of Fayetteville Aviation Division, Drake Field, KFYV

* Telephone Number: 479-718-7642
Fax Number: 479-718-7646

* Email: jrabren@fayetteville-ar.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Airport Master Plan

Attach supporting documents as specified in agency instructions.

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AR-003 * b. Program/Project: AR-003

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 04/01/2023 * b. End Date: 04/01/2024

18. Estimated Funding ($):

* a. Federal	374,729.00
* b. Applicant	0.00
* c. State	41,637.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	416,366.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ○ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ○ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ◉ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

○ Yes ◉ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Honorable * First Name: Lioneld

Middle Name:

* Last Name: Jordan

Suffix:

* Title: Mayor, City of Fayetteville

* Telephone Number: 479-575-8330 Fax Number:

* Email: ljordan@fayetteville-ar.gov

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2 Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4 Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. **CFDA:** _____	☐ Yes ☒ No ☐ N/A
Item 5 Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414

☐ Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	$ 372,029	$ 41,337	$ 413,366
2. Airport Admininstration and IFE		2,700	300	3,000
3. TOTALS		$ 374,729	$ 41,637	$ 416,366

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	$ 2,700	$	$	$	$ 2,700
b. Airport Planning	372,029				372,029
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal	374,729				374,729
f. Program Income					
g. TOTALS (line e minus line f)	$ 374,729	$	$	$	$ 374,729

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Administrative Expenses (IFE and Admin)	$ 300	$	$	$ 300
6. Airport Planning	41,337			41,337
7. TOTALS	$ 41,637	$	$	$ 41,637

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1st Year	2nd Year	3rd Year	4th Year
8. Federal	$ 374,729	$ 187,364	$ **187,365**	$	$
9. Non-Federal	41,637	20,818	20,819		
10. TOTAL	$ 416,366	$ 208,182	$ **208,184**	$	$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

*Non-federal share will be funded by an Arkansas Department of Aeronautics grant.

Part IV - Program Narrative

(Suggested Format)

PROJECT: Airport Master Plan

AIRPORT: Fayetteville - Drake Field Airport (FYV)

1. Objective:

During the proposed project all existing airside and landside features of the Airport will be inventoried and assessed. A multifaceted plan for future development at FYV will be formulated based on forecasted demands and with the input of all Airport stakeholders. The plan will feature a schedule for all proposed improvements as well as detailed and feasible financial plans for achievement of each improvement.

2. Benefits Anticipated:

Completion of the proposed project will provide FYV with a blueprint for future development that is based on quantifiable data derived through assessment of the local market and current trends in aviation.

3. Approach: *(See approved Scope of Work in Final Application)*

The master planning process will begin with an in-depth analysis of the Airport's existing features and their current and future foreseen uses. This process will involve extensive inspection of FYV and interviewing of its stakeholders. Following this inventory process, analysis of current operations at FYV with reference to current and foreseeable market trends will be conducted. The findings of this analysis
process will be used to derive aviation activity forecasts for FYV. Future facility requirements will then be determined based on the aviation activity forecasts. During this phase the efficacy of the existing facilities at FYV in catering to future forecasted activity will be assessed and development objectives will be formulated based on inadequacies identified in the existing infrastructure. Financial plan

4. Geographic Location:

4500 South School Ave, Fayetteville, AR 72701-8016

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(include address & telephone number)*

Mr. Jared Rabren, Airport Director
4500 South School Ave
Fayetteville, AR 72701

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Fayetteville

Airport: Fayetteville Airport - Drake Field

Project Number: 3-05-0020-055-2023

Description of Work: Airport Master Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Fayetteville Airport - Drake Field
Address: 4500 South School Avenue, Fayetteville, AR 72701-8016

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Fayetteville

Name of Sponsor’s Authorized Official: Honorable Lioneld Jordan

Title of Sponsor’s Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Fayetteville

Airport: Fayetteville Airport - Drake Field

Project Number: 3-05-0020-055-2023

Description of Work: Airport Master Plan

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☐ Yes ☐ No ☒ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Fayetteville

Name of Sponsor’s Authorized Official: Honorable Lioneld Jordan

Title of Sponsor’s Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Fayetteville

Airport: Fayetteville Airport - Drake Field

Project Number: 3-05-0020-055-2023

Description of Work: Airport Master Plan

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Fayetteville

Name of Sponsor's Authorized Official: Honorable Lioneld Jordan

Title of Sponsor's Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ENGINEERING SERVICES RECORD OF NEGOTIATION

Fayetteville – Drake Field
Master Plan Update (Planning)
Anticipated A.I.P. Grant: 3-05-0020-055-2023

Engineering Contract

- On October 5, 2022, Jared Rabren, City of Fayetteville, requested a scope of services from Garver for planning services for a “Master Plan Update” project.

- On November 3, 2022, Garver sent a scope of services for the “Master Plan Update” project to Jared Rabren to review. The Airport approved the scope of services and submitted the scope to Phuong Tran, FAA for review on November 3, 2022.

- On November 14, 2022, Phuong Tran, FAA sent an email to Jared Rabren providing comments regarding the proposed scope of services.

- On November 15, 2022, Garver submitted a revised scope of services for the “Master Plan Update” project to Jared Rabren and Phuong Tran, FAA for review.

- On November 15, 2022, Phuong Tran, FAA sent an email to Jared Rabren noting that FAA had no comments on the revised scope of services.

- The sponsor utilized Parrish & Partners of Charlotte, NC to perform an independent fee estimate (IFE). The IFE was completed on January 13, 2023. A copy of the IFE is attached to this document. The results of the IFE are as follows:

  Master Plan Update (IFE) - $397,791.40

- Garver submitted a contract to the sponsor on January 20, 2023. A copy of the contract submission is included in the grant application. Garver’s total contract fee is as follows:

  Master Plan Update (Garver) - $413,366.00

- The submitted contract was within 10 percent of the IFE. The negotiations were conducted in good faith to ensure the fees are fair and reasonable.

PARRISH & PARTNERS

6701 CARMEL ROAD, SUITE 210 • CHARLOTTE, NC • 28226 | O: 980.819.0490 • F: 980.819.0491
PARRISHANDPARTNERS.COM

January 13, 2023

via e-mail

Jared M. Rabren, Airport Director
City of Fayetteville
4500 S. School Ave.
Fayetteville, AR 72701
jrabren@fayetteville-ar.gov

Re: Independent Fee Estimate (IFE)
Airport Master Plan
Drake Field (FYV)

Dear Jared:

As requested, Parrish and Partners has prepared an Independent Fee Estimate (IFE) for the above referenced project using the following, previously provided scope documents and information:

1. Scope of Services – "Appendix A-07" – received via email 11/21/22
2. Fee Spreadsheet w/Work Task Descriptions – received via email 11/21/22
3. FYV ACIP 2023-2028 (signed) – received via email 12/6/22

The results of our evaluation are summarized on the attached "IFE – FEE SUMMARY" page. We prepared estimated fees for each of the Nine Service Elements listed in the Exhibit B-07 spreadsheet provided to us, which included scope elements and tasks referenced in the provided Scope of Services (SOS).

As seen in the summary, the total estimated fee for All Services is **$397,791.40.**

As per the current guidelines, if a consultant's proposed fee is within 10% of the independent fee estimate, that fee is typically considered fair and reasonable. Please keep in mind, some funding agencies may conduct a separate review of the proposed fees or have additional guidelines or requirements.

The following assumptions have been made in preparation of the IFE:

- Activity/Task line items listed per provided documents, utilizing the provided fee spreadsheet
- Direct and Reimbursable expenses were estimated based on previous fees from similar projects which has been found to be approximately 5% of the labor costs.
- The provided spreadsheet included multiple labor classifications, described with letters and numbers. We are not aware of those designations, therefore our fee is based on seven labor classifications, as described in the header for each column.
- Although the provided spreadsheet included input locations for Overhead, Profit, etc., the billing rates we included for evaluation are "fully loaded". Therefore, the billing rates include overhead, profit, and fee.

We greatly appreciate the opportunity to provide continued service to Fayetteville Aviation. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Jon M. McCalmont, P.E.

Enclosure: Workhour and Fee Summary (Exhibit B-07; IFE – Fee Summary) – 10 pages

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

IFE - FEE SUMMARY

prepared by: PARRISH & PARTNERS
prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Service	Estimated Fees
ELEMENT 1 - PROJECT MANAGEMENT/ADMINISTRATION	$ 28,629.00
ELEMENT 2 - INVENTORY OF EXISITING CONDITIONS	$ 141,244.00
ELEMENT 3 - AVIATION ACTIVITY FORECASTS	$ 29,071.00
ELEMENT 4 - FACILITY REQUIREMENTS	$ 19,100.00
ELEMENT 5 - DEVELOPMENT ALTERNATIVES	$ 59,056.20
ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT	$ 59,644.20
ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN	$ 27,115.20
ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN	$ 17,493.00
ELEMENT 9 - FINAL DOCUMENTATION	$ 16,438.80
Total All Services	**$ 397,791.40**

Overhead	xxxx
Profit	xxxx

***** Billing Rates included are inclusive of overhead, profit, etc.

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 1 - PROJECT MANAGEMENT/ADMINISTRATION

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	AM-3	AM-2
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00
	hr	hr	hr	hr	hr	hr	hr
1. PROJECT MANAGEMENT/ADMINISTRATION							
Task 1.1 – Project Kick-Off Meeting							
- Meeting 1 and Post Meeting Documentation		1		2			2
Task 1.2 – Establish Project Steering Committee, Stakeholder Committee, Stakeholder Coordination Strategy, and Project Website/Stakeholder							
- PSC Establishment and Outreach		1	1	1			2
- SC Establishment and Outreach		1	1	1			2
- Additional Stakeholder Strategy		1	1	2			
- Website Development and Administration	2	8	14	12		8	10
- Survey Development and Administration		1	1	4			4
Task 1.3 – Initial Site Visit and Interviews							
- Site Visit		16	16				
- Interviews and Post Interview Documentation		1		4			2
Task 1.4 – Visioning Session							
- Meeting 1 and Post Meeting Documentation				2			2
Task 1.5 - Project Management and Grant Administration							
- Grant Applications		1					4
- Grant Reimbursement Requests		1					6
- Quarterly Performance Reports		4					8
- Closeout		1					4
- General Administration	1	12		4			
- Coordination with Subconsultants		1	4				
Subtotal - PROJECT MANAGEMENT/ADMINISTRATION	**3**	**50**	**38**	**32**	**0**	**8**	**46**
Hours	**3**	**50**	**38**	**32**	**0**	**8**	**46**
Salary Costs	$780.00	$10,000.00	$6,840.00	$5,120.00	$0.00	$800.00	$3,726.00

SUBTOTAL - SALARIES: **$27,266.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment

Travel Costs

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$1,363.30** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$28,629.30**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$28,629.30**

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 2 - INVENTORY OF EXISITING CONDITIONS

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-3	E-1	T-1
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**	
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00	
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS								
Task 2.1 – Initial Documentation Review			2	2				
- Historical Projects, Grant History, and Current / Planned Projects				1				
- FAA Documentation / Airport Layout Plan				2				
- Existing and Planned Airport Activities				2				
- National and Statewide Plans				4				
- Airport Use (Fuel Sales, Hangar Waitlist, Operations, Based Aircraft)				2				
- Financial Data			2	6				
- Environmental, Land Use, Topograpgy, and Utilities			1	4				
- Data Analysis		1	2	8		4		
- Charts and Graphics								
Task 2.2 – Utility Mapping and Analysis			6	10				
- Data Collection, Review, and Mapping								
Task 2.3 - Airport Drainage Assessment								
Data Collection			1	4				
- GIS Data				4				
- Historical Flooding Information				2		1		
- Review Available As-Built Plans			1	2				
- FEMA Floodplain Data				2				
- Historical and Statstical Rainfall Data			2	4		2		
Existing Conditions 2D Screening Model		1	2					
- Internal QA / QC								
Existing Conditions - Hydrologic Analyses				2				
- Review of Current FEMA Data			2	2		4		
- Update of Hydrologic Analysis (Statistical and/or Unit Hydrograph Only)								
Existing Conditions 1D RAS Model			2	4		1		
- Ward Slough (West Fork White River)			2	4		1		
- Airport Branch		1	2					
- Internal QA / QC			1	2		4		
Flood Mapping		2	4	8				
Drainage Report								
Task 2.4 – Prepare Draft Inventory Chapter		1	4	8				
- Airfield and Terminal Area			1	2				
- Instrument Approaches			2	4				
- FBO Building and Hangar Utilization			4	8				
- Auto Access and Parking			1	2				
- Utilities		1	8	16		8		
- Environmental Overview			2	4		8		
- Land Use and Controls								
Task 2.5 - Runway Safety Area Inventory			1	2				
- Runway Safety Area Inventory Form								
Task 2.6 - Aeronautical Survey		1	2	4		8		
- Review and Administration of Aeronautical Survey	2	4	4	2				
Internal QA / QC								
Subtotal - ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS	**2**	**12**	**61**	**133**	**0**	**41**	**0**	**0**
Hours	**2**	**12**	**61**	**133**	**0**	**41**	**0**	**0**
Salary Costs	$520.00	$2,400.00	$10,980.00	$21,280.00	$0.00	$4,100.00	$0.00	$0.00

SUBTOTAL - SALARIES: **$39,280.00**

ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$1,964.00** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$41,244.00**

SUBCONSULTANTS FEE (Aeronautical Survey): **$100,000.00**

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$141,244.00**

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 3 - AVIATION ACTIVITY FORECASTS

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**	
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00	
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 3 - AVIATION ACTIVITY FORECASTS								
Task 3.1 – Inventory of Historical and Current Air Traffic Activity	1	2	2	8				
- Local TAF / TFMSC Review	1	2	2	4				
- Hourly / Daily / Monthly Peaking Review		1	4	6				
- FAA Aerospace Forecast Review			2	4				
- GAMA Annual Report Review		1	2	4				
- Emerging Technology Review								
Task 3.2 - Historical and Forecasted Socioeconomic Factors		1	4	8				
- Employment and Income Trends		1	2	4				
- Population Trends		1	2	4				
- Regional Economic Trends								
Task 3.3 - Forecasting Interviews		2	2	3			3	
- Interviews and Post Interview Documentation								
Task 3.4 - Prepare Aviation Forecasts		2	4	12				
- Establish Baseline Forecasts		2	6	16				
- Derivative Forecasts	1	1	1	2			1	
- Initial Forecast Review Meeting	1	1	1	2			1	
- Follow Up Forecast Review Meeting								
Task 3.5 - Prepare Draft Report		2	4	8			2	
- Draft Report Preparation	2	4	2	1				
Internal QA / QC								
Subtotal - ELEMENT 3 - AVIATION ACTIVITY FORECASTS	**6**	**23**	**40**	**86**	**0**	**0**	**7**	**0**
Hours	**6**	**23**	**40**	**86**	**0**	**0**	**7**	**0**
Salary Costs	$1,560.00	$4,600.00	$7,200.00	$13,760.00	$0.00	$0.00	$567.00	$0.00

SUBTOTAL - SALARIES: **$27,687.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$1,384.35** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$29,071.35**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$29,071.35**

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 4 - FACILITY REQUIREMENTS

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**	
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00	
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 4 - FACILITY REQUIREMENTS								
Task 4.1 – Establishing Facility Requirments			1	4				
- Runway Orientation		1	1	6				
- Runway Length and Width Analysis		1	1	4				
- Taxiway System Analysis				2				
- Runway and Taxiway Safety and Object Free Area Analysis			1	2				
- Runway Protection Zone Analysis				2				
- Runway Obstacle Free Zone Analysis				2				
- Airfield Pavement Strength Analysis				2				
- Airfield Markings and Lighting Analysis			1	4				
- Regional Economic Trends Analysis				2				
- Airport NAVAIDS Analysis				4				
- Instrument Approach Analysis			1	2				
- Aircraft Parking Apron Analysis			1	4				
- Terminal Building Analysis			1	2				
- FBO Facilities and Amenities Analysis		1	2	4				
- Aircraft Storage Hangar Analysis			1	2				
- Automobile Access and Parking Facility Analysis								
Task 4.2 - Prepare Draft Report and Review Meetings	1	2	6	12			8	
- Draft Report Preparation				2			2	
- Meeting 1 and Post Meeting Documentation	1	4	8	4				
Internal QC / QC								
Subtotal - ELEMENT 4 - FACILITY REQUIREMENTS	**2**	**9**	**25**	**66**	**0**	**0**	**10**	**0**
Hours	**2**	**9**	**25**	**66**	**0**	**0**	**10**	**0**
Salary Costs	$520.00	$1,800.00	$4,500.00	$10,560.00	$0.00	$0.00	$810.00	$0.00

SUBTOTAL - SALARIES: **$18,190.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment

Travel Costs

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$909.50** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$19,099.50**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$19,099.50**

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 5 - DEVELOPMENT ALTERNATIVES

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**	
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00	
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 5 - DEVELOPMENT ALTERNATIVES								
Task 5.1 – Develop Airside Alternatives								
- Analysis and Development of 3 Airside Alternatives	1	2	4	20		24		
- Preferred Airside Alternative Meeting		2	2			4	2	
Task 5.2 - Land Use Planning Alternatives								
- Analysis and Development of 3 Land Use Plan Alternatives		2	4	24		24		
- Land-Use Alternative Meeting		2	2			4	2	
Task 5.3 - Develop Landside/Terminal Alternatives								
- Analysis and Development of 3 Landside/Terminal Alternatives	1	2	6	28		32		
- Preferred Landside/Terminal Alternative Meeting		2	2			4	2	
Task 5.4 - Stakeholder Committee Meeting and Public Workshop								
- SC Meeting		2	2			2	2	
- Public Workshop		2	2			4	2	
Task 5.5 - Environmental Review of Preferred Alternative								
- Environmental Analysis		4	12	32				
- Agency Coordination		10	6	2				
- Recycling, Reuse, and Waste Reduction Program		2	8	16		8	2	
Task 5.6 - Utility Needs Analysis of Preferred Alternative								
- Utility Needs Analysis		2	4	8		12		
Task 5.7 - Prepare Draft Report								
- Draft Report Preparation		2	4	12		2	12	
Internal QA / QC	1	4	2					
Subtotal - ELEMENT 5 - DEVELOPMENT ALTERNATIVES	**3**	**40**	**60**	**142**	**0**	**120**	**24**	**0**
Hours	**3**	**40**	**60**	**142**	**0**	**120**	**24**	**0**
Salary Costs	$780.00	$8,000.00	$10,800.00	$22,720.00	$0.00	$12,000.00	$1,944.00	$0.00

SUBTOTAL - SALARIES: **$56,244.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES

Office Suppplies/Equipment

Travel Costs

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$2,812.20** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$59,056.20**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$59,056.20**

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**	
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00	
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT								
Task 6.1 - ALP Cover Sheet and Airport Data Sheet		2	4	12		8		
Task 6.2 - Airport Layout Drawing - Existing / Ultimate								
- Existing ALP		4	10			24		
- Ultimate ALP		2	4			12	4	
Task 6.3 - Airport Airspace & Inner Portion of Approach Sfc. Drawings and Data Table		4	10	20		20		
Task 6.4 - Runway Centerline Profile Sheet		2	4	14		10		
Task 6.5 - Runway Departure Surface Drawings and Data Tables		2	10	12		18		
Task 6.6 - Terminal Area Drawing		8	12	12		24		
Task 6.7 - On-Airport Land Use Drawing		4	8	12		18		
Task 6.8 - Exhibit A Property Map		10	18	18		30		
Internal QC / QC	8							
Subtotal - ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT	**8**	**38**	**80**	**100**	**0**	**164**	**4**	**0**
Hours	**8**	**38**	**80**	**100**	**0**	**164**	**4**	**0**
Salary Costs	$2,080.00	$7,600.00	$14,400.00	$16,000.00	$0.00	$16,400.00	$324.00	$0.00

SUBTOTAL - SALARIES: **$56,804.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$2,840.20** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$59,644.20**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$59,644.20**

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**	
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00	
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN								
Task 7.1 - Airport Development Program								
- Identification of Project Prioritization and Phasing		4	8	4				
Task 7.2 - Airport Development Probable Costs								
- Cost Estimate Development	1	8	20	28		12		
Task 7.3 - Financial Plan								
- Identification of Funding Sources		2	4	2				
- AIP Eligibility Analysis		2	4	4				
Task 7.4 - Prepare Draft Report								
- Draft Report Preparation		4	6	12		32	4	
Internal QA / QC	2	2	2					
Subtotal - ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN	**3**	**22**	**44**	**50**	**0**	**44**	**4**	**0**
Hours	**3**	**22**	**44**	**50**	**0**	**44**	**4**	**0**
Salary Costs	$780.00	$4,400.00	$7,920.00	$8,000.00	$0.00	$4,400.00	$324.00	$0.00

SUBTOTAL - SALARIES: **$25,824.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$1,291.20** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$27,115.20**

SUBCONSULTANTS FEE (CIP Analysis): **$0.00** * Unable to determine scope of this subconsulted effort

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$27,115.20**

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**	
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00	
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN								
Task 8.1 - Obstruction Mitigation Action Plan								
- Identification of Critical Obstructions		4	8	16		16		
- Potential Mitigation Plan Evaluation		6	10	24		24		
Internal QA / QC	1	2	2					
Subtotal - ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN	**1**	**12**	**20**	**40**	**0**	**40**	**0**	**0**
Hours	**1**	**12**	**20**	**40**	**0**	**40**	**0**	**0**
Salary Costs	$260.00	$2,400.00	$3,600.00	$6,400.00	$0.00	$4,000.00	$0.00	$0.00

SUBTOTAL - SALARIES: **$16,660.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES
Office Supplies/Equipment

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$833.00** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$17,493.00**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$17,493.00**

Exhibit B-07

City of Fayetteville
Drake Field Airport Master Plan

ELEMENT 9 - FINAL DOCUMENTATION

prepared by: PARRISH & PARTNERS

prepared on: 1/12/23

Prepared for use as an Independent Fee Estimate for evaluation of reasonability of Consultant Fee.

Rates shown for each Labor Classification are inclusive of overhead, profit, etc.

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
Labor Classification Name:	**Principal**	**Proj Manager**	**Sr. Engineer/ Planner**	**Planner**	**Designer**	**Technician**	**Admin**	
	$260.00	$200.00	$180.00	$160.00	$150.00	$100.00	$81.00	
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 9 - FINAL DOCUMENTATION/COORDINATION MEETINGS								
Task 9.1 - Final Draft Report and Executive Summary								
- Prepare Final Draft Report		2	6	8		4	6	
- Prepare Executive Summary		2	8	16			4	
Task 9.2 - Final Report								
- Prepare Final Report		1	2	4		2	2	
- Prepare Final ALP Set		2	4	8		6	4	
Internal QA / QC	2	4	6					
Subtotal - ELEMENT 9 - FINAL DOCUMENTATION/COORDINATION MEETINGS	**2**	**11**	**26**	**36**	**0**	**12**	**16**	**0**
Hours	**2**	**11**	**26**	**36**	**0**	**12**	**16**	**0**
Salary Costs	$520.00	$2,200.00	$4,680.00	$5,760.00	$0.00	$1,200.00	$1,296.00	$0.00

SUBTOTAL - SALARIES: **$15,656.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

DIRECT NON-LABOR EXPENSES
Document Reproduction / Printing
Office Supplies/Equipment

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$782.80** * 5% of Labor costs esteemed for Direct Expenses

SUBTOTAL: **$16,438.80**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$0.00** * Billing Rates included are inclusive of overhead, profit, etc.

TOTAL FEE: **$16,438.80**

APPENDIX A-06

TASK ORDER 06
FAYETTEVILLE – DRAKE FIELD AIRPORT
AIRPORT MASTER PLAN

This TASK ORDER is made as of _____, 2023 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as "CITY OF FAYETTEVILLE," and GARVER, LLC, hereinafter referred to as "GARVER", in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on November 17, 2020.

Under this Task Order, the CITY OF FAYETTEVILLE intends conduct the following study for FYV:

Airport Master Plan including Aeronautical Survey

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-06.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Planning Services	$413,366.00	Lump Sum
TOTAL FEE	**$413,366.00**	**Lump Sum**

The CITY OF FAYETTEVILLE will pay GARVER the lump sum amount not to exceed $413,366.00. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-06 with approximate current hourly rates for each employee classification.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-06 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 –EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:
- 3.1.1 Exhibit A-06 Scope of Services
- 3.1.2 Exhibit B-06 Manhour Tables

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS	GARVER
By :_____	By:_____
Mayor, Lioneld Jordan	
ATTEST:	
By:_____	Title: Senior Project Manager
City Clerk	

APPENDIX A-06
SCOPE OF SERVICES
DRAKE FIELD
AIRPORT MASTER PLAN PROJECT

GENERAL

In accordance with the requirements established by Federal Aviation Administration (FAA) and the unique needs and interests of the City of Fayetteville (Owner), the owner and operator of Drake Field, this Scope of Services outlines the tasks required to complete an Airport Master Plan (AMP) for Drake Field (FYV or Airport).

The approach to undertake this AMP project for Drake Field has been outlined in the following elements of this Scope of Services. This project with align with the following FAA Orders:

- FAA Order 5090.3C, Field Formulation of the National Plan of Integrated Airport Systems (NPIAS)
- FAA Order 5190.6B, *Airport Compliance Manual with Change 1* published Nov. 22, 2021
- FAA Order 5100.38D, Airport Improvement Program (AIP) Handbook
- FAA Order 5280.5D, Airport Certification Program Handbook

ELEMENT 1 - PROJECT INITIATION, ADMINISTRATION, AND VISIONING

Task 1.1 – Project Kick-Off Meeting

Upon receiving Notice to Proceed (NTP), Garver will schedule and complete a project kick-off meeting with the Owner and FAA. The focus of this meeting will be to review the project schedule, scope, and immediate next steps. This meeting is expected to take place via video/teleconference and last approximately one (1) hour.

The meeting will include a discussion on the establishment of the Project Steering Committee (PSC), Stakeholder Committee (SC), and various stakeholders that need to be involved in the project as discussed in Task 1.2. Additionally, the agenda for the initial site visit and interviews (Task 1.3) will be discussed. Meeting agendas and minutes will be provided by Garver.

Task 1.2 – Establish Project Steering Committee, Stakeholder Committee, Stakeholder Coordination Strategy, and Project Website/Stakeholder Survey

Upon initiation of the project, a Project Steering Committee (PSC) will be established to guide and direct the development of the project. The PSC will review project deliverables, provide input on the project's direction, and act as a liaison to the community/stakeholders throughout the planning process. The PSC is expected to be comprised of the Owner's staff. Garver will work with the Owner to identify the individuals that should be part of the PSC and will compose documentation describing the roles and responsibilities of the PSC that can be sent to the proposed PSC committee members.

In addition to the PSC, a broader Stakeholder Committee (SC) will be established to provide input/feedback at key decision points throughout the AMP project. The SC is expected to be comprised of airport stakeholders (e.g., airport tenants, airports users, etc.) and other community officials. Garver will work with

the Owner to identify the individuals that should be part of the SC and will compose documentation describing the roles and responsibilities of the SC that can be sent to the proposed SC committee members.

Additionally, Garver will work with the Owner to identify other key stakeholders that should be involved in the planning process and the portions of the planning process each key stakeholder needs to be involved in. This is expected to include stakeholders that are not part of the SC but need to be consulted with at some point during the AMP process. The result of this effort will be a list of key project stakeholders and the identification of where and how each stakeholder needs to be involved in the project.

Garver will also develop a public facing project specific website for the AMP. The website will be used to post draft project materials and to provide project updates to the community and stakeholders. Additionally, Garver will prepare an online stakeholder survey for dissemination to FYV airport users, tenants, stakeholders, and community. The survey will be developed using an online survey platform and will gather feedback regarding the status of the airport and future development considerations. The survey will be posted on the public facing project specific website created by Garver. The survey is expected to include a blend of multiple choice and open-ended questions and be no more than 10 questions in total.

Task 1.3 – Initial Site Visit and Interviews

Garver will schedule and complete an initial site visit to FYV that will include the following subtasks:

- Tour the airfield (e.g. runways, taxiways,) and landside/terminal facilities (e.g. terminal building, ramps, hangars, roadways, etc.) to document the size, layout, and condition of facilities. This will include a walkthrough of the interior of a sampling of existing structures to document current condition and use. Any facilities and equipment supporting FYV's Part 139 operations such as snow removal equipment (SRE) and Aircraft Rescue and Firefighting (ARFF) will be documented, as well. The Owner will provide Garver with necessary access to complete to the tour.
- Complete an AMP questionnaire prepared by Garver.
- Review historical airport operations and capital project records.
- Complete a brief visit to properties surrounding the airport to document current developments and land-use that could impact the future growth of the airport. This effort does not include seeking entry onto any property not owned by the Owner.
- Conduct up to four (4), one-hour interviews with various community officials, economic development professionals, or other key airport stakeholders to discuss the future of FYV and any proposed development plans. Garver will work directly with the Owner to identify the various individuals/organizations that should be interviewed as part of this effort.

This site visit will be completed over two (2) consecutive calendar days and will include two (2) Garver staff members. This task includes the preparation of meeting materials necessary for the site visit. Source material obtained through this task will cited appropriately when used in the Master Plan document. This site visit will also include the completion of the visioning session discussed in Task 1.4.

Task 1.4 – Visioning Session

As part of the initial site visit (Task 1.3), Garver will facilitate a visioning session with the PSC and any other critical stakeholders identified by the Owner. The visioning session will include the completion of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis and the identification of items of key importance (e.g. vision items) that will be critical to the future growth and success of FYV. The primary

goal of this effort is to establish an understanding of the vision items that are most important to the future of the FYV. The identified vision items will be emphasized throughout the remainder of the planning process. The visioning session is expected to take approximately two (2) hours.

Upon completion of the visioning session, Garver will prepare a technical memorandum and circulate it to the visioning session participants for their review and comment. The technical memorandum is expected to be three (3) to four (4) pages in length. It will summarize the results of the SWOT analysis and the key vision items identified. The participants will provide comments to Garver on the technical memorandum in writing. Garver will make necessary revisions to the document prior to finalizing the technical memorandum.

This task includes the preparation of meeting materials necessary for the visioning session including presentation materials and handouts. Meeting agendas and minutes will be provided by Garver.

Task 1.5 – Project Management and Grant Administration

Garver will provide general project management services throughout the duration of the project. Additionally, Garver will assist the Owner with grant reimbursement requests and quarterly performance reports related to the project.

ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS

Task 2.1 – Initial Documentation Review

Garver will collect and review of the following documents and data to establish baseline information to build the inventory of existing facilities and conditions:

- Historical list of capital projects/grant history (provided by Owner and FAA through an online grant history query).
- Current and planned capital improvements at FYV as shown in the airport's current CIP.
- Current FAA documentation regarding the airport and its facilities (e.g. current 5010, instrument approach procedures, sectional/IFR charts, and Aeronautical Information Services data from the FAA National Flight Data Center).
- Current and approved FYV Airport Layout Plan (ALP).
- Current and planned FYV tenant activities/operations (as can be obtained online or through the interviews completed as part of the initial site visit in Task 1.3).
- FAA's National Plan of Integrated Airport Systems (NPIAS) and Arkansas Statewide Airport System Plan (ASASP).
- Airport activity reports showing historical aircraft operations (past 5 years) from FAA OPSNET.
- Current based aircraft data including aircraft count and fleet mix (provided by Owner through basedaircraft.com).
- Hangar waiting list including fleet mix (provided by Owner).
- Historical fuel sales records (previous 5 years broken down by 100LL and Jet A).
- Financial Data (previous 5 year revenues and expenses).
- Local zoning ordinances/maps and any height hazard zoning processes/practices.

- Existing environmental data/information (e.g. previous EA, EIS, other environmental determinations, threatened and endangered plants, fish, and wildlife data, cultural/archaeological/historical resources data, floodplains, farmland, etc.) as provided through publicly available online databases/resources.
- Any available topographic maps and available aerial photographs.
- Reviewing any previous pavement analysis reports including conditions assessments or geotechnical analysis.
- Utility location information for utilities located on airport property (provided by Owner).
- Any recent Part 139 certification inspection reports or RSAT meeting information.

References to the source material will be cited appropriately when used in the Master Plan document. The information reviewed during this effort and obtained during the initial site visit (Task 1.3) will be used to develop the Inventory Chapter.

Task 2.2 – Utility Mapping and Analysis

Mapping of existing utilities will be accomplished through a combination record document review, site visits, and coordination with the Owner and appliicable utiity owners. Record document data reviewed may include record drawings, record surveys, utility maps, GIS data, and previous design reports. Findings from AIP Grant 3-05-0020-045-2017 Airport Energy Efficiency Assessment will be included when applicable. Garver's civil and electrical engineers will perform up to two (2) site visits to supplement information gathered from record document review. The location of existing utilities will be included in the Inventory Chapter defined in Task 2.4. Potholing of utilities is not included in this scope of services.

Task 2.3 – Airport Drainage Assessment

Garver will assess the existing drainage conditions of the airport, including riverine flooding in the vicinity of the airport and the on-airport drainage system. The following tasks will be performed with regard to drainage assessment:

- Data collection, including the following :
- Required GIS data, including lidar and FEMA mapping;
- Historical flooding information at the airport, including highwater marks, anecdotal information, and photographs, if available;
- Available as-built plans of drainage structures on and near the airport;
- FEMA floodplain data, including Effective and Preliminary mapping and modeling, as available;
- Historical and statistical rainfall data at the airport.
- Existing conditions 2D screening model, utilizing 2D HEC-RAS rain-on-grid methodology to determine flow patterns and flood risk for multiple storm events on the airport and within the immediate vicinity of the airport;
- Existing conditions 1D assessments of Ward Slough (West Fork White River) and Airport Branch, including:
- FEMA data request of available Effective (and Preliminary, if available) modeling and data;
- Review of current FEMA hydrologic data and modeling;
- Update of hydrologic analyses, if required;
- Review of current FEMA hydraulic data and modeling;
- Update of hydraulic analyses .

- Existing conditions flood mapping for multiple storm events .
- Drainage report, including recommendations for drainage improvements and identfication of flood-prone and non flood-prone areas within airport property to be provided as an appendix.

This task will also include an eight (8) hour site visit by two (2) Garver personnel.

Task 2.4 – Prepare Draft Inventory Chapter

A draft of the Inventory Chapter will be prepared based on the data and information obtained during the preceding tasks. The Inventory Chapter will document:

- Airfield and Terminal Area: Runway/taxiway/apron configuration and pavement condition, lighting, signage, navigational aids (including Localizer Critical Areas), fueling facilities, aircraft circulation, and security.
- Instrument Approaches: Existing instrument approaches will be identified and procedures will be detailed.
- FBO Building and Hangar Utilization: Structural use and hangar utilization will be identified. An inventory of FBO/terminal facilities and amenities will be completed. This will also include any SRE buildings, ARFF stations, and other Part 139 supporting facilities.
- Auto Access and Parking: Parking and access roads will be inventoried as to size, general conditions, and use.
- Utilities: The location of existing utilities will be identified, as defined in Task 2.2.
- Environmental Overview: Existing environmental features and potential environmental concerns will be identified at a high-level.
- Land Use and Controls: Review existing airport land uses, and adjacent land uses based on the airport's existing property boundaries.

Garver will present the data in written form with tables and graphics. The draft chapter will be submitted to the PSC and FAA as a PDF for review. The PSC will provide written comments to Garver for incorporation into the final version of the Inventory Chapter.

Task 2.5 – Runway Safety Area Determination Form

As part of the initial site visit (Task 1.3), Garver will complete a visual inspection of the existing Runway Safety Area for Runway 16/34 and document objects, NAVAIDs, and terrain within the safety area with photos. Runway 16/34 is currently a C-II runway and, consequently, will be inspected to those standards. After the site visit, Garver will complete a "Runway Safety Area Determination Form" from SOP 8.0 Appendix B for the existing safety area for Runway 16/34. The form will be submitted to FAA for review and approval. An exhibit will be prepared identifying any portions of the safety area that are not compliant with the RSA standards set for in FAA AC 150/5300-13B. This task does not identify runway hot spots or previous runway incursions.

Task 2.6 – Aeronautical Survey

See Exhibit 1 at the end of this document for the detailed aeronautical survey scope of work.

This task will align with the following ACs:

- AC 150/5300-17C Change 1, *Standards for Using Remote Sensing Technologies in Airport Surveys*
- AC 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards, Chapter 5, Airport Data Features*
- AC 150/5300-19 *Airport Data and Information Program*

ELEMENT 3 – AVIATION ACTIVITY FORECASTS

Task 3.1 – Inventory of Historical and Current Air Traffic Activity

Current and historical air traffic activity and based aircraft information for FYV will be assembled and organized. Historical air traffic activity will be broken down into annual total operations, operations by user category (e.g. GA, air taxi, military, etc.), local vs itinerant, and IFR vs. VFR. Historical traffic/activity data will be obtained from the FAA and the Owner. The FAA's Terminal Area Forecast (TAF) and OPSNET databases will be utilized for this effort as well as the airport's historical fuel sales information. Information concerning historical peak hourly, daily, and monthly activity will be obtained through discussions with the Owner and FYV Air Traffic Control.

Garver will also review published research and reports related to national and regional forecasts for air transportation demand in the United States to establish an understanding of how these trends may affect the airport. This is expected to include reviewing the most recent versions of the FAA's Aerospace Forecast and the General Aviation Manufacturers Association's (GAMA) annual report. Publicly available documentation related to emerging trends and technologies in aviation (e.g. electric aircraft, vertical takeoff and landing aircraft, etc.) relevant to the forecasting effort will also be reviewed. This task will align with the following ACs:

- AC 150/5070-6B, Airport Master Plans
- AC 150/5300-13B, *Airport Design*
- AC 150/5700-17, Critical Aircraft and Regular Use Determination

Task 3.2 – Historical and Forecasted Socioeconomic Factors

Garver will obtain statistical data on historical and forecasted socioeconomic factors from publicly available sources (U.S. Census and others.) These factors will include employment, income, population, and business climate/characteristics of the region, with an emphasis placed on the identification of specific socioeconomic characteristics, as well as trends, that are likely to affect the economic growth and development of the area. This task will align with DOT Order 5610.2(a), *Final DOT Environmental Justice Order*.

Task 3.3 – Forecasting Interviews

A key consideration in forecast development is understanding how existing and potential future clientele use FYV. Consequently, as part of the forecasting effort Garver will complete up to two (2) one (1) hour video/teleconference interviews with key stakeholders to understand how they currently use the airport and/or any proposed changes to their utilization in the future. The feedback collected during these meetings will be utilized to prepare the draft forecasts discussed in Task 3.4. References to source material will be cited appropriately when used in this task.

Task 3.4 – Prepare Aviation Forecasts

Potential aeronautical activity and based aircraft forecasts will be developed for FYV based on historical and current activity levels (Task 3.1), national and regional aeronautical activity forecasts (Task 3.1), the socioeconomic data (Tasks 3.2), and interviews (Task 3.3). The methodologies to develop the potential aeronautical activity forecasts will involve a variety of statistical modeling techniques and extrapolations. The baseline year for the forecasts will be 2022 with the first forecast year being 2023. After 2023, forecasts will be prepared in five-year increments starting from the baseline year (2027, 2032, 2037, and 2042). Forecasts will be prepared for the 20-year planning horizon for the following forecast models:

- Baseline Forecasts
- Based Aircraft (including fleet mix)
- Total Operations
- Derivative Forecasts
- Local vs Itinerant Operations
- Fleet Mix Operations (by Aircraft Design Group and Approach Category)
- Instrument Approaches
- Airport Peaking Characteristics

The baseline forecasts will be compared to the FAA's current Terminal Area Forecast (TAF) for the Airport. Additionally, the Airport's current, future, and ultimate critical aircraft (aircraft type/category with at least 500 annual operations) will be identified. References to source material will be cited appropriately when used in this task.

A one (1) hour video/teleconference meeting will be held with the Owner and FAA to review the draft baseline forecasts (e.g. annual operations and based aircraft) options prepared by Garver and to select an initial preferred baseline forecast in each of these areas. This task includes the preparation of presentation materials needed for this meeting. These initial preferred baseline forecasts will then be used to complete draft derivative forecasts (e.g. local vs. itinerant, fleet mix, IFR vs VFR, etc.).

A follow-up one (1) hour video/teleconference meeting will be held with the Owner and FAA to review the draft derivative forecasts and collect feedback. This task includes the preparation of presentation materials needed for this meeting. Finally, Garver will present the results of the forecasting effort to the PSC for feedback. This is expected to be a one (1) hour video/teleconference meeting.

The primary focus of this forecasting effort is to gain acceptance of the preferred forecast model prior to beginning the Facility Requirements phase of the project.

Task 3.5 – Prepare Draft Report

Using the data and information obtained and evaluated during the forecasting process, a draft of the Forecast Chapter will be prepared. The report will document assumptions and methodologies used in preparing the aviation demand forecasts and serve as the basis for later tasks in the study.

FAA will provide an official review and approval of the final draft of the Forecast Chapter prior to moving forward with the Facility Requirements portion of the project.

ELEMENT 4 – FACILITY REQUIREMENTS

Task 4.1 – Establishing Facility Requirements

This task focuses on identifying the general magnitude of the improvements needed to meet current and forecasted demand at the Airport. Airport facility requirement considerations will be based on the approved aeronautical activity forecast, current facilities, local requirements, and the vision for the Airport. Facility requirements will be identified by Planning Activity Levels (PAL) that correspond to the approved demand forecast and will be presented in tabular form. This task will align with the following ACs:

- AC 150/5070-6B, Airport Master Plans
- AC 150-5300-13B, *Airport Design*
- AC 150/5700-17, Critical Aircraft and Regular Use Determination
- AC 150/5060-5, Airport Capacity and Delay
- AC 150/5325-4B, Runway Length Requirements for Airport Design
- AC 150/5360-13A, Airport Terminal Planning
- AC 150/5190-7, Minimum Standards for Commercial Aeronautical Activities

Airside Facility Requirements

In this task, Garver will utilize facility planning criteria to evaluate the sufficiency of FYV's existing airside facilities to meet forecasted demand. These criteria shall be based upon the latest state and federal standards (e.g. FAA Advisory Circulars), best practices (e.g. Airport Cooperative Research Program reports) and Garver's professional experience. Airside facilities to be examined will include:

- Runway Orientation (e.g. wind coverage)
- Runway Length and Width (in accordance with FAA AC 150/5325-4B, 150/5300-13B, aircraft manufacturer data, and private jet operational policies)
- Taxiways (e.g. geometrical standards, prohibited configurations, layout, spacing, etc.)
- Runway and Taxiway Safety Areas and Object Free Areas
- Runway Protection Zones (RPZ)
- Runway Obstacle Free Zones
- Airfield Pavement Strength
- Airfield Markings and Lighting
- Airport NAVAIDS (including Localizer Critical Area)
- Instrument Approaches

Special emphasis will be placed on infrastructure needs to support the entrance of emerging technologies in aviation such as electric and other alternative powered aircraft and will align with FAA Engineering Brief 105, *Vertiport Design*. Facility requirements related to the instrument approach analysis will utilize the aeronautical survey data obtained in Task 2.6.

Landside/Terminal Facility Requirements

In this task, Garver will utilize facility planning criteria to evaluate the sufficiency of various landside/terminal area facilities to meet forecasted demand. These criteria shall be based upon the latest local, state, and federal requirements, best practices, and Garver's professional experience. Landside/terminal facility requirements to be examined will include:

- Aircraft parking apron (e.g. aircraft parking and tie-down areas)
- Terminal building
- FBO facilities and amenities
- Aircraft storage hangars (T-Hangars and Box Hangars)
- Automobile access and parking facilities
- Part 139 support facilities (SRE and ARFF)

The landside/terminal facility requirements will be developed in the form of aggregate space requirements and will be compared to those that presently exist to identify the future development goals needed to maintain adequate service, function, and operation of the Airport. References to source material will be cited appropriately when used in this task.

Task 4.2 – Prepare Draft Report and Review Meetings

Using raw data and information obtained and evaluated during the Facility Requirements process, Garver will develop a presentation outlining the results of the facility requirements analysis. This analysis will be presented to the PSC and FAA for their review and feedback prior to the development the draft report. This is assumed to be an in-person meeting with two (2) Garver personnel. Meeting agendas and minutes will be provided by Garver.

Once feedback on the draft facility requirements is obtained from the PSC, a draft report will be prepared describing the results of the facility requirements analysis. This report will present information in both narrative and graphic format about the Airport's existing facilities and the required facilities necessary to meet forecasted aviation demand. This report will be submitted in PDF format to the PSC for review and comment. Updates to the report will be made based on feedback received.

ELEMENT 5 – AIRPORT ALTERNATIVES

Task 5.1 – Develop Airside Alternatives

Based on the facility requirements established in Element 4 of this scope of services, up to three (3) airside development alternatives will be created. Airside alternatives will be based on schemes for development within existing or expanded airport boundaries and will show necessary runway and taxiway improvements during the 20-year planning period. Airside alternatives will be developed first and will be reviewed with the PSC and the FAA to select a preferred alternative prior to initiating Tasks 5.2 and 5.3. The airside alternatives will be reviewed with the PSC, Owner, Arkansas Department of Commerce – Division of Aeronautics and FAA and a preferred airside alternative selected at an in-person meeting with two (2) Garver personnel at the Airport.

Airside alternatives will be evaluated based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost (order of magnitude cost level), and ease of implementation (e.g. existing business and residential impacts, land purchase, etc.).

An evaluation matrix will be developed to compare the aforementioned factors associated with each airside alternative.

Task 5.2 – Land-Use Planning Alternatives

Prior to developing landside/terminal area alternatives, Garver will prepare a up to three (3) land-use development alternatives for the airport that segments portions of airport property and potential property aquisitions into the following categories:

- Airfield Development Area – Land reserved for the development of airside facilities (e.g. runways, taxiways, etc.) and their protected areas (e.g. safety areas, runway protection zones, object free areas, etc.). The airfield development area will be based on the preferred airside alternative defined in Task 5.1.
- Aeronautical Business Area – Land well suited for the development of aeronautical business (e.g. maintenance, avionics, etc.)
- FBO Area – Land well suited to accommodate the development of an FBO.
- Private Hangar Development Area – Land well suited for the development of private hangars for recreational or business use.
- Non-Aeronautical Development Area – Land well suited for the development of non-aeronautical uses.

Findings from Task 2.3 will be incorporated into the alternative analysis. Other land-use categories may be added based on the evolution of the planning effort. As an example, other land use categories could include mixed development areas and cargo development areas. The land-use plan will be reviewed with the PSC at an in-person meeting with two (2) Garver personnel at the Airport. Garver will finalize the land-use plan prior to initiating Task 5.3.

Task 5.3 – Develop Landside/Terminal Alternatives

Based on the facility requirements established in the preceding project element and the preferred land-use plan (Task 5.2), up to three (3) landside/terminal development alternatives will be created. Landside/terminal alternatives will be based on schemes for development within existing or expanded airport boundaries and will show necessary apron, hangar, support facilities, terminal, vehicle parking, and roadways improvements during the 20-year planning period.

Landside/terminal alternatives will be evaluated based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost (order of magnitude cost level), ease of implementation (e.g. existing business and residential impacts, land purchase, etc.), and their congruence with the airside alternatives.

An evaluation matrix will be developed to compare the aforementioned factors associated with each landside/terminal alternative.

The terminal/landside alternatives will be reviewed with the PSC and a preferred terminal/landside alternative selected at an in-person meeting with two (2) Garver personnel at the Airport.

Task 5.4 – Stakeholder Committee Meeting and Public Workshop

The airside alternatives, land-use alternatives, and landside/terminal alternatives will be presented to the Stakeholder Committee (SC) in the form of a two (2) hour in-person meeting at the Airport. The goal of this meeting will be to obtain feedback from a broad group of stakeholders on the various alternatives, land-use plans, and the preliminary preferred alternatives.

Additionally, the airside alternatives, land-use alternatives, and landside/terminal alternatives will be presented to the public in the form of a single two (2) hour public workshop held at the Airport. This task includes the preparation of presentation materials and handouts needed for the SC meeting and workshop. Two (2) Garver personnel will attend these meeting. The meetings are expected to be held on the same day.

Feedback collected from the SC meeting and public workshop will be considered in the process of finalizing the future development plan. A follow-up one-hour teleconference with the PSC will be held to review the feedback obtained from the SC and public workshop and to identify any necessary revisions to the preferred alternatives. Meeting agendas and minutes will be provided by Garver.

Task 5.5 – Environmental Review of Preferred Alternative

An environmental review for the combined preferred alternative will be prepared in accordance with FAA Order 5050.4B and Order 1050.1F. This will include identification of key environmental issues related to the airfield environment that may potentially affect alternative analysis. Letter coordination will be completed for the recommended development with the US Army Corps of Engineers, US Department of Agriculture, US Fish and Wildlife Services, Arkansas Game and Fish Commission, and the Arkansas Historic Preservation Program. The results of the environmental review will be documented as part of Task 5.7. The findings of the analysis conducted in Task 2.3 will also be integrated into this environmental review. This task will align with FAA Order 1050.1F*, Environmental Impacts and Procedures* and FAA Order 5050.4, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions.*

As part of this task, Garver will also develop a recycling, reuse, and waste reduction program per the requirements set forth in the FAA Modernization Act of 2012.

Task 5.6 – Utility Needs Analysis of Preferred Alternative

Garver will develop ultimate utility corridors to bring utility services to all areas of future development. Where electric charging stations are expected, Garver will review routing for, at a minimum, 3-phase power to those sites. Any proposed infrastructure developed as part of the emerging technology analysis will align with FAA Engineering Brief 105, *Vertiport Design*.

Task 5.7 – Prepare Draft Report

Using data and information obtained and evaluated during the alternative's analysis process, a draft of the Alternatives Chapter will be prepared. This chapter will present information, in both a narrative and graphic format, about the Airport's development options necessary to meet forecast aviation demand and support the vision items defined for the Airport (Task 1.4).

This report will be submitted in PDF format to the PSC for review and comment. Updates to the report will be made based on feedback received. Concurrence will be obtained from the Owner and FAA on the final preferred development alternatives prior to proceeding forward.

ELEMENT 6 – AIRPORT LAYOUT PLAN DEVELOPMENT

This scope element includes the preparation an Airport Layout Plan (ALP) drawing set that meets the requirements of:

- FAA AC 150/5300-13B, *Airport Design*:
- FAA Airports Standard Operating Procedure (SOP) 2.0, Standard Procedure for FAA Review and Approval of Airport Layout Plans: and,
- FAA Airports SOP 3.0, Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps.

The FAA updates the above-mentioned guidance materials from time-to-time. The specific versions identified above are planned to be used for this project. If the FAA updates any of the guidance materials during the course of this project, Garver and Owner will discuss how to incorporate those changes into the ALP and whether these changes will require modifications to the project scope and fee.

This ALP set will include the following sheets:

- Cover Sheet
- Airport Data Sheet(s)
- Airport Layout Drawing (showing existing and ultimate facilities)
- Airspace Drawing
- Airspace Data Tables
- Inner Portion of the Approach Surface Drawings Sheets
- Inner Portion of the Approach Surface Tables
- Runway Centerline Profile Sheets
- Departure Surface Drawings
- Departure Surfaces Tables
- Terminal Area Drawing
- Land-Use Drawing
- Exhibit A Airport Property Map

The ALP set will be developed using computer-aided drafting program AutoCAD to facilitate revisions and transfers to other systems. The ALP will be completed using standard paper size (24" by 36"), layer structure, line types, and plot styles using AutoCAD 2021 or newer.

The ALP and completed SOP checklists will be submitted electronically to the FAA for their review.

Additional details regarding the sheets to be included in the ALP are provided below.

Once approved by FAA, a printed copy of the full ALP set (24" x 36") will be provided to the Owner.

Task 6.1 – ALP Cover Sheet and Airport Data Sheet

Garver will prepare an ALP Cover Sheet and Airport Data Sheet meeting the requirements set forth in FAA SOP 2.00. The data sheet will include notations regarding existing and ultimate conditions including critical aircraft and associated design standards. This will serve to establish near-term development and support operational planning and environmental improvement programs.

Task 6.2 – Airport Layout Drawing – Existing/Ultimate

Garver will prepare an Airport Layout Drawing (ALD) reflecting existing and ultimate conditions, including associated design standards for the current/future/ultimate critical aircraft at FYV, as identified in Task 6.1. The drawing will include the identification of the following:

- Runway, taxiways, buildings, NAVAIDS, parking areas, roads, lighting, fueling facilities, tie-down areas, and other prominent airport features with dimensions.
- Trees, streams, known utility lines, towers, and other prominent natural features.
- Airport boundaries, runway protection zones, easements, and other areas that need to be controlled by the airport.
- Areas reserved for future aviation and non-aviation development (land-use).
- Topographic contours.

Task 6.3 – Airport Airspace and Inner Portion of the Approach Surface Drawings and Data Tables

Garver will prepare the 14 CFR Part 77 airspace drawing and data table sheets for the Airport and surrounding area based on the ultimate runway conditions.

Garver will prepare the inner portion of the approach surface drawings and data table sheets for the Airport to reflect existing and ultimate conditions.

Aeronautical survey data obtained in Task 2.6 will be utilized for this task.

Task 6.4 – Runway Centerline Profile Sheet

Garver will prepare a runway centerline profile sheet using centerline elevations obtained from the aeronautical survey.

Task 6.5 – Runway Departure Surface Drawings and Data Tables

Garver will prepare the runway departure surface drawings and data tables to reflect departure surface as defined in FAA AC 150/5300-13B. These drawings will only be completed for runway ends expected to be used for Instrument Flight Rules (IFR) operations. Aeronautical survey data obtained in Task 2.6 will be utilized for this task.

Task 6.6 – Terminal Area Drawing

Garver will prepare two (2) terminal area drawings showing a more detailed view of the established and ultimate terminal development area at FYV.

Task 6.7 – On-Airport Land Use Drawing

A detailed and comprehensive land use plan for the area within the boundaries of the airport property line will be prepared based on the identified overall development concept. Surrounding land-uses immediately adjacent to FYV will also be identified. A 65 Day-Night Level noise contour is not included with this scope of work.

Task 6.8 – Exhibit A Property Map

Garver will prepare an Exhibit A property map in accordance with FAA ARP SOP 3.00. Existing property information will be obtained from the Owner. Any identified gaps in property information will be researched by Garver (or their designee) to obtain historical deed information necessary to complete the Exhibit A property map. Copies of all deed information obtained by Garver will be provided to the Owner for future use. If Garver is unable to reasonably obtain historical deed information for any existing or ultimate parcels of airport property, the issue will be discussed with the Owner and FAA to identify how the discrepancy should be addressed. This effort does not include support for any proceedings (e.g. legal, arbitration, etc.) related to property discrepancies or other efforts beyond the review of historical property information (e.g. establishing new deeds or easements).

ELEMENT 7 – AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN

Task 7.1 – Airport Development Program

Using the data collected and developed during previous project elements, Garver will create a comprehensive multi-year airport Capital Improvement Program (CIP) and phasing plan. This CIP will cover the 20-year planning period and will be divided into a three-phase development program: short-term (0-5 years), mid-term (6-10 years), and long-term (11-20 years).

The short-term program will be provided year by year, providing a clear prioritization of near-term projects. Project implementation triggers will be established for each project defined within the CIP to aid the Owner and FAA in determining when various projects need to be executed in the future.

The proposed timing of future improvements will be in accordance with future demand levels and include any necessary changes or additions to airport infrastructure (including compliance with airport design standards), NAVAIDS, and property interests.

Task 7.2 – Airport Development Probable Costs

Planning-level probable development costs will be prepared for each project in each phase of the CIP. Development costs will be estimated for each item and will be based on the preferred development concept. These estimates of probable costs will include land acquisition, construction costs, and design fees. Cost estimates will be prepared in current-year dollars and are developed for planning purposes only.

Task 7.3 – Financial Plan

A review of the various local, State, Federal, and private funding sources for airport development will be completed and the best potential funding source for each project will be identified. This analysis will provide a breakdown of the types of projects that will be eligible for FAA grant funding and will identify those that will require other funding sources. Any potential use of Passenger Facility Charge (PFC) Program funds will align with Federal Register Notice, Volume 69, No. 27: *Notice of Policy Regarding the Eligibility Airport*

Ground Access Transportation Projects for Funding Under the Passenger Facility Charge Program. As part of this effort, Garver will complete an online search to identify any potential non-FAA grant funding sources that could be utilized to fund any planned airport projects.

Task 7.4 – Prepare Draft Report

Using the data and information obtained in developing the CIP, a CIP and Financial Plan Chapter will be prepared clearly laying out the Airport's CIP, project trigger mechanisms, project cost estimates, and potential funding sources. This report will be submitted in PDF format to the PSC for review and comment. Updates to the report will be made based on feedback received.

ELEMENT 8 – OBSTRUCTION MITIGATION ACTION PLAN

Task 8.1 – Obstruction Mitigation Action Plan

Using the data collected and developed during Task 2.6, Garver will create an action plan which identifies critical obstructions and evaluates potential mitigation plans based on impacts to the existing and future Part 77 surface. This plan will consider state requirements, obligations, and funding sources regarding obstruction management. It should be noted the Action Plan will consist of recommendations only and it is the Owner's responsibility to mitigate obstructions at their own discretion. This task will align with the following ACs and FAA guidance:

- AC 120-91A, *Airport Obstacle Analysis*
- AC 150-5190-4B, *Airport Land Use Compatibility*, published Sept. 16, 2022
- *Policy Guidance on Approach and Departure Surface Protection*, published Sept. 19, 2022

This plan is expected to be approximately 10-15 pages and will accompany the Final Draft Airport Master Plan Report as an appendix.

ELEMENT 9 – FINAL DOCUMENTATION

Task 9.1 – Final Draft Report and Executive Summary

A final "draft" report will be assembled from the information developed in previous tasks. The final draft will be submitted to the PSC in PDF for review and comment. Garver will review final comments provided by the PSC and will incorporate them into the final report, as appropriate. The final draft will include an Introduction Chapter, table of contents, and dividers.

As a final product, Garver shall prepare an Executive Summary of the AMP. The purpose of the Executive Summary will be to serve as an informational tool to existing and potential airport businesses and tenants. The Executive summary will consist of two (2) to four (4) colored pages of text and graphics portraying a summary of the AMP. Garver shall provide the Owner with an electronic version of the Executive Summary in a PDF format for the Owner's use.

Task 9.2 – Final Report

One copy of the final report will be printed and submitted to the Owner. A 24" x 36" printed version of the signed ALP will be provided to the Owner. In addition, an electronic copy of the study and associated drawings will be provided via a file share service to the FAA and the Owner. The ALP files will be in AutoCAD and PDF formats.

Deliverable Summary:

- Draft Inventory Chapter (PDF)
- Runway Safety Area Inventory (PDF)
- Draft Forecast Chapter (PDF)
- Draft Facility Requirements Chapter (PDF)
- Draft Development Alternatives (PDF)
- Draft Airport Layout Plan (PDF)
- Draft Airport Capital Improvement Plan / Financial Plan (PDF)
- Draft Final Report including Drainage Report and Obstruction Mitigation Plan (PDF)
- Executive Summary (PDF)
- Final Airport Layout Plan (One 24” x 36” printed set, PDF, and AutoCAD file)
- Final Report (One printed copy and PDF)

Additional printed copies of plans or reports requested outside of this scope of work will be billed at rate listed in fee schedule. Deliverables specific to Task 2.6 – Aeronautical Survey are detailed in Exhibit 1.

Meeting Summary:

- Kick-Off Meeting (virtual)
- Site Visit (in-person)
- Visioning Session (in-person)
- Forecasting Interviews (virtual)
- Initial Forecast Review with Owner and FAA (virtual)
- Follow Up Forecast Review with Owner FAA (virtual)
- Facility Requirements Review (in-person)
- Airside Development Alternatives Review (in-person)
- Land-Use Alternatives Review (in-person)
- Terminal / Landside Alternatives Review (in-person)
- Stakeholder Meeting #2 (in-person)
- Public Workshop (in-person)

Additional in-person meetings out of this scope of work will be billed at hourly rates and expenses listed in fee schedule.

Extra Work:

For clarification purposes, the proposed scope of services for this AMP specifically does not include any of the following items/tasks stated below:

- Survey work beyond the Aeronautical Survey described in Task 2.6
- Utility and drainage location investigation or research other than what is expressly included in the scope of services
- Pavement coring or geotechnical analysis
- Instrument Approach Development
- Development or modification to GIS systems or tools

- Revisions to, or the development of language to revise, Airport leases, rules and regulations, minimums standards, or other airport policies
- Development of airport strategy, business, economic impact, or marketing plans
- Detailed facility assessments/reviews
- Facility condition testing or the establishment of a pavement maintenance program
- Environmental review and analysis beyond what is publicly available or obtained through letter coordination
- National Environmental Policy Act approval for future airport development projects
- Environmental coordination with agencies outside of those defined in the scope of services
- Environmental testing or investigation work
- Graphic conceptual renderings of existing or future facilities
- The preparation of materials and exhibits for leases, development contracts, or other documents/materials outside of this AMP
- Detailed engineering cost estimates
- Design or conceptual design work
- Detailed land development planning
- Land acquisition services
- Support for any proceedings (e.g. legal, arbitration, etc.) related to resolving property ownership discrepancies or supporting the development of any new property documentation (e.g. deeds, easements, etc.).
- Assessment of environmental characteristics involving hazardous or toxic substances identified during the geotechnical analysis

Exhibit 1 – Aeronautical Survey Scope of Work:

NV5 GEOSPATIAL
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October 28, 2022

Mr. John Rostas
Garver, LLC
4701 Northshore Drive
North Little Rock, AR 72118

Project: 041916 | Aeronautical Obstruction Survey – Drake Field Airport (FYV)

Dear Mr. Rostas,

This summary of work describes the scope of work and services required for an Airport Layout Plan update and aeronautical obstruction survey at the Drake Field Airport (FYV) located in Fayetteville, AR. The project will be done in compliance with ADIP policies and will include an airport airspace analysis for vertically guided operations for EXISTING Runway 16/34. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5070-6B, Change 2 "Airport Master Plans"
- AC 150/5300-13A, Change 1 "Airport Design"
- AC 150/5300-16B "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- AC 150/5300-17C, Change 1 "Standards for Using Remote Sensing Technologies in Airport Surveys"
- AC 150/5300-18B, Change 1 "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"

Summary of Work

The purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with Vertical Guidance.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1"=2,500' of the obstruction surface areas and 1"=1,250' of the mapping limits. The aerial imagery will cover all of the Airspace Analysis surfaces using an UltraCam Falcon prime (UCFp) camera, or comparable, during leaf-on conditions.

From the 1"=2,500 imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"=1,250' imagery, we will produce the following:

- 100 scale mapping with 2' contours of the mapping limits (714 acres)
- Color digital orthophotos with a 0.5' pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, VGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, Garver, and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA ADIP online database.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition,

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we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Drake Field Airport (FYV) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the AR State Plane Coordinate System, North Zone in US survey feet.
Vertical: North American Vertical Datum of 1988 (NAVD 88)

NV5 Geospatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix" for Airport Layout Plan
- Full field-collected attribution of all airport features
- Final Survey Report

Photogrammetric Mapping

We will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the exhibit. We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and AutoCAD format (Garver).

Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the Mapping Limits, with a 0.5' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to the ADIP database will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of EXISTING Runway 16/34 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS)

Other Obstruction Surveys

As shown in attached exhibits, other obstructions to be provided directly to Garver include:

- Existing Runway 16/34 - Part 77 – RW 16 - NPIR(D) & RW 34 – NPIR(C)
- Existing Runway 16/34 – AC 13B – Surface 5 (>= ¾ mile)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded in ADIP in ESRI Shapefile format.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at http://airports-gis.faa.gov.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

Deliverables

The 18B deliverables that will be uploaded to the ADIP website include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runway 16/34
- Planimetric data and two foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data

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- FGDC compliant metadata
- Final Report

We will deliver the following items to Garver:

- Planimetric data and two foot contours in AutoCAD format (mapping limits)
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (ortho limits)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (mapping limits)
- Other obstruction survey data in AutoCAD/Excel/CSV file format
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)

All digital files will be delivered on external hard drive or CD/DVD.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost:

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Garver. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

NV5 Geospatial Representative

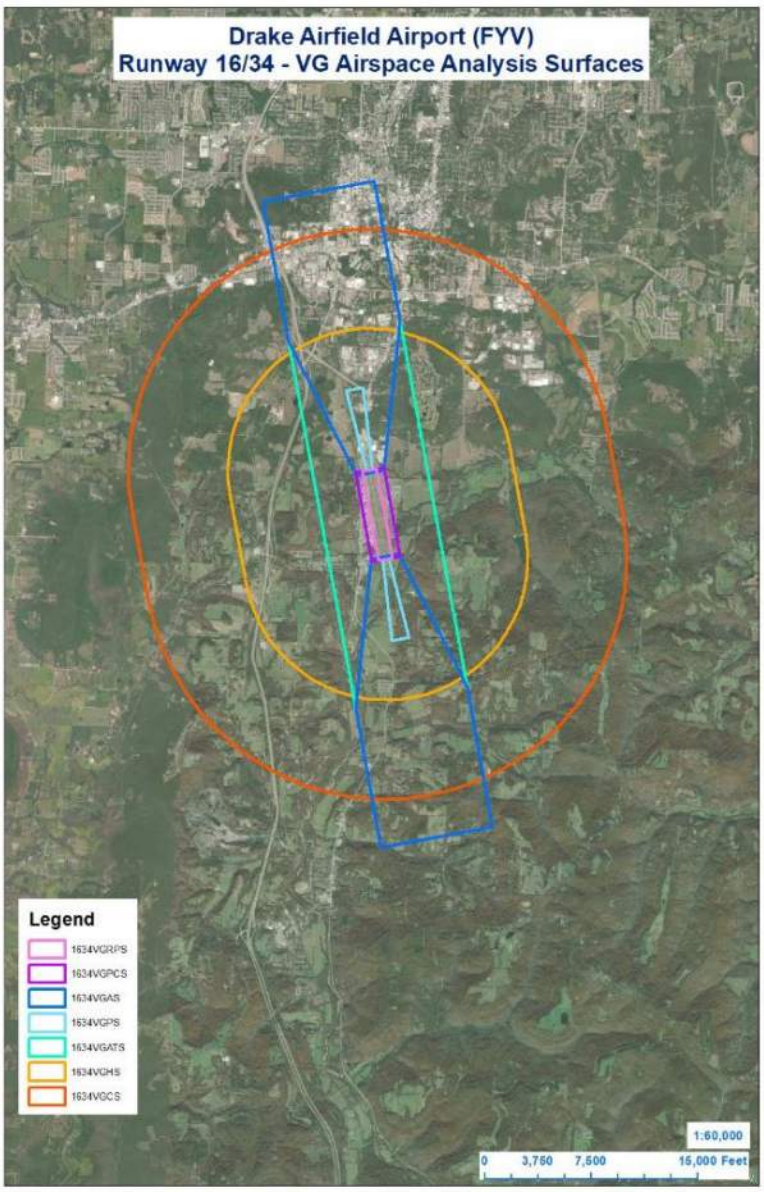
We are excited to announce that we have rebranded to become NV5 Geospatial powered by Quantum Spatial. This is a natural progression for our brand as we continue to integrate our solutions into the NV5 family. "Quantum Spatial, Inc dba NV5 Geospatial" is a wholly-owned subsidiary of NV5 Global, Inc.

Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

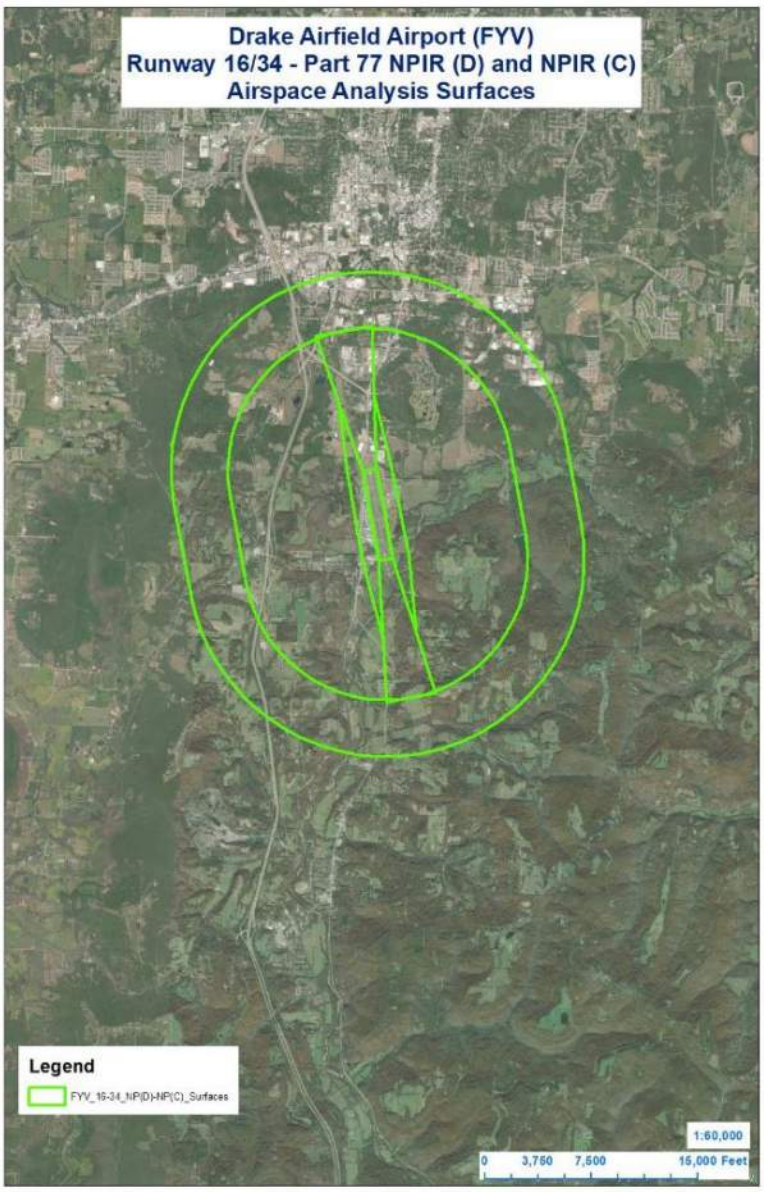
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at 803-351-3136 or email me at the address shown below.

Sincerely,
NV5 Geospatial

David Grigg
Aviation Program Director
David.Grigg@nv5.com



N6216 Resource Drive, Sheboygan Falls, WI 53085

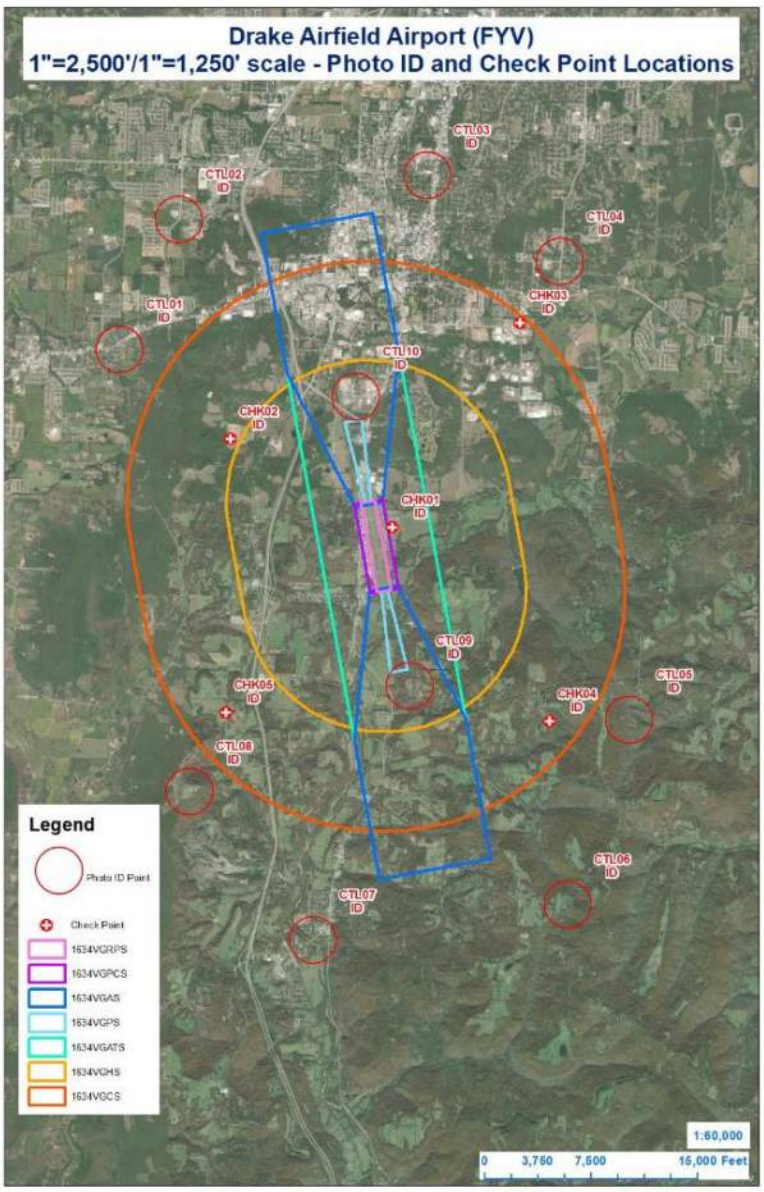


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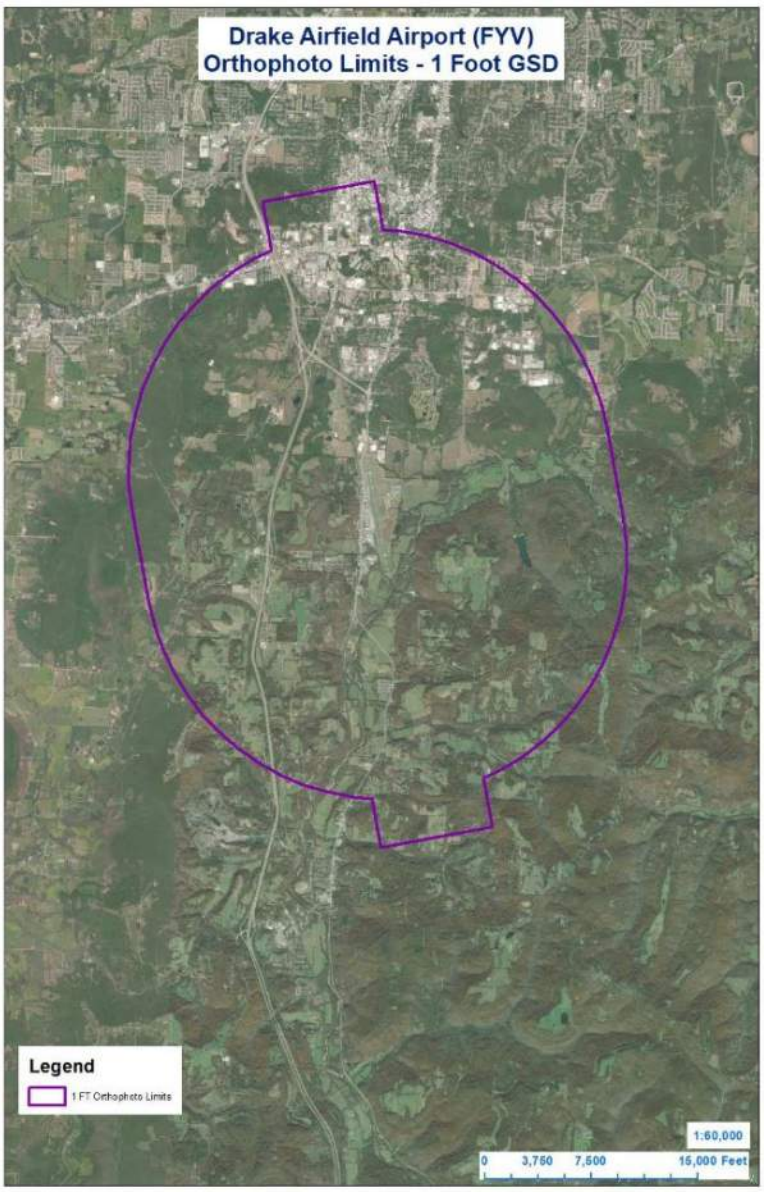
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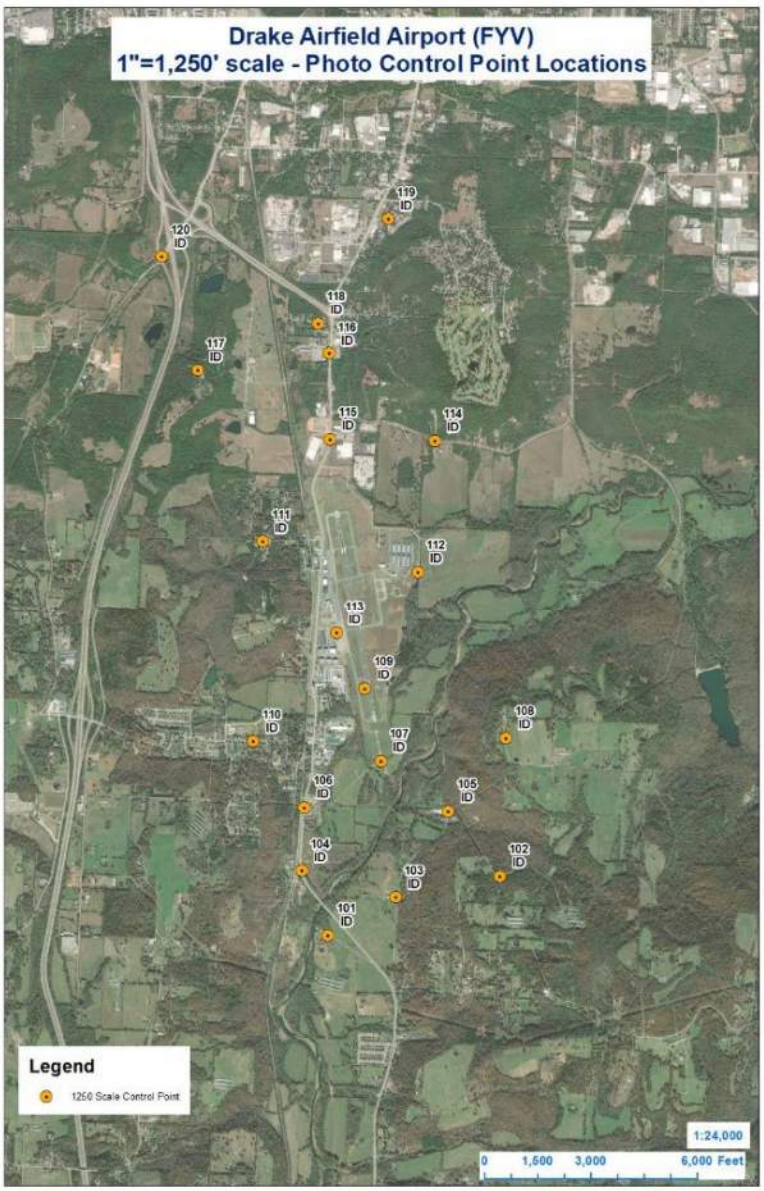
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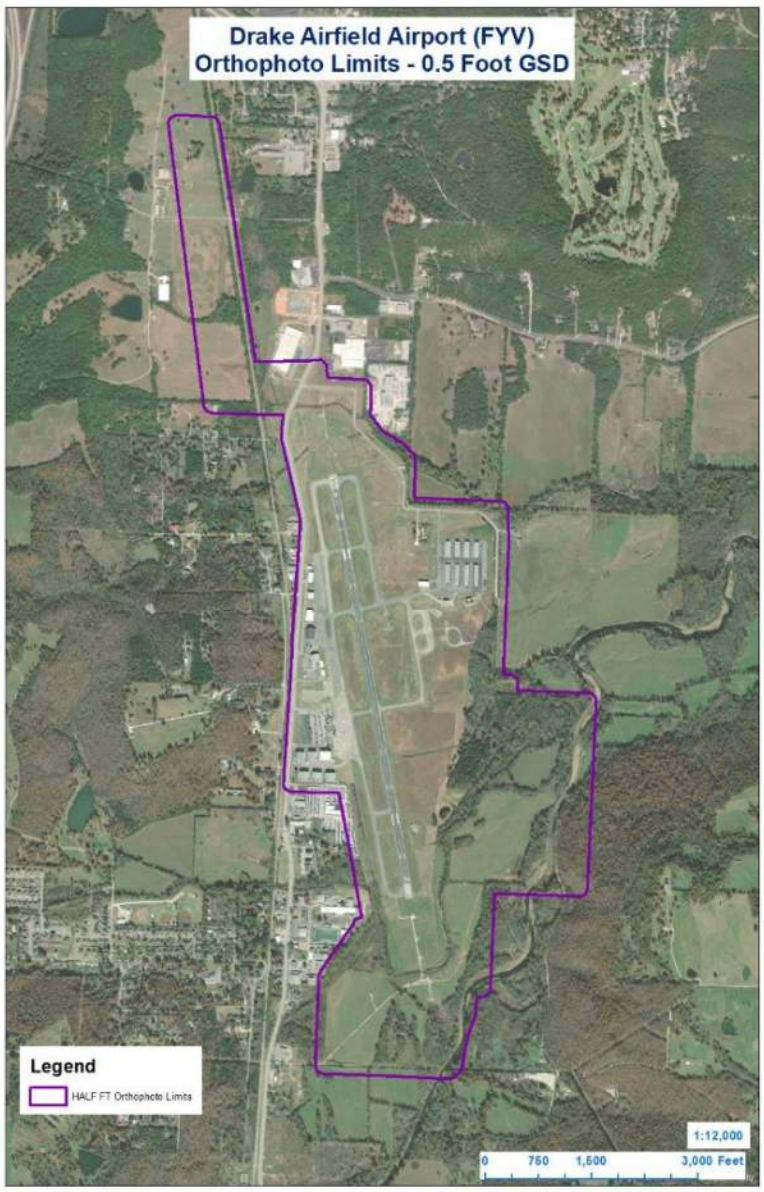
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EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 1 - PROJECT MANAGEMENT/ADMINISTRATION

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	AM-3	AM-2
	$84.56	$75.97	$48.69	$134.20	$80.66	$44.01	$32.16
	hr	hr	hr	hr	hr	hr	hr
1. PROJECT MANAGEMENT/ADMINISTRATION							
Task 1.1 – Project Kick-Off Meeting							
- Meeting 1 and Post Meeting Documentation		4	6				
Task 1.2 – Establish Project Steering Committee, Stakeholder Committee, Stakeholder Coordination Strategy, and Project Website/Stakeholder							
- PSC Establishment and Outreach	1	4	2				
- SC Establishment and Outreach	1	4	2				
- Additional Stakeholder Strategy	1	2	1				
- Website Development and Administration		1	3			5	
- Survey Development and Administration		1	3			5	
Task 1.3 – Initial Site Visit and Interviews							
- Site Visit		6	6				
- Interviews and Post Interview Documentation		6	6				
Task 1.4 – Visioning Session							
- Meeting 1 and Post Meeting Documentation		6	8				
Task 1.5 - Project Management and Grant Administration							
- Grant Applications							
- Grant Reimbursement Requests							
- Quarterly Performance Reports		2	8				
- Closeout		1	2				
- General Administration	4	10	6				
- Coordination with Subconsultants	4	12	2				
Subtotal - PROJECT MANAGEMENT/ADMINISTRATION	**11**	**59**	**55**	**0**	**0**	**10**	**0**
Hours	**11**	**59**	**55**	**0**	**0**	**10**	**0**
Salary Costs	$930.16	$4,482.23	$2,677.95	$0.00	$0.00	$440.10	$0.00

SUBTOTAL - SALARIES:	**$8,530.44**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$16,293.99**
DIRECT NON-LABOR EXPENSES	
Office Supplies/Equipment	$188.90
Travel Costs	$2,000.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$2,188.90**
SUBTOTAL:	**$27,013.33**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$3,723.67**
TOTAL FEE:	**$30,737.00**

EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 2 - INVENTORY OF EXISITING CONDITIONS

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-3	E-1	T-1
	$84.56	$75.97	$48.69	$134.20	$80.66	$56.45	$40.78	$29.28
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS								
Task 2.1 – Initial Documentation Review								
- Historical Projects, Grant History, and Current / Planned Projects		2	8					
- FAA Documentation / Airport Layout Plan		2	8					
- Existing and Planned Airport Activities		2	8					
- National and Statewide Plans		2	8					
- Airport Use (Fuel Sales, Hangar Waitlist, Operations, Based Aircraft)		2	10					
- Financial Data		1	4					
- Environmental, Land Use, Topograpgy, and Utilities		2	10		2			
- Data Analysis		4	20					
- Charts and Graphics	2	2	4					10
Task 2.2 – Utility Mapping and Analysis								
- Data Collection, Review, and Mapping					8		8	
Task 2.3 - Airport Drainage Assessment								
Data Collection								
- GIS Data						6	6	
- Historical Flooding Information							6	
- Review Available As-Built Plans						4	8	
- FEMA Floodplain Data							4	
- Historical and Statstical Rainfall Data							6	
Existing Conditions 2D Screening Model							30	
- Internal QA / QC					4	8		
Existing Conditions - Hydrologic Analyses								
- Review of Current FEMA Data						4	8	
- Update of Hydrologic Analysis (Statistical and/or Unit Hydrograph Only)						4	8	
Existing Conditions 1D RAS Model								
- Ward Slough (West Fork White River)							30	
- Airport Branch							30	
- Internal QA / QC					4			
Flood Mapping						8	16	
Drainage Report						12	16	
Task 2.4 – Prepare Draft Inventory Chapter								
- Airfield and Terminal Area	1	2	12					
- Instrument Approaches	1	1	4					
- FBO Building and Hangar Utilization	1	1	6					
- Auto Access and Parking	1	1	6					
- Utilities	1	1	4					
- Environmental Overview	1	2	6					
- Land Use and Controls	1	2	6					
Task 2.5 - Runway Safety Area Inventory								
- Runway Safety Area Inventory Form		1	2					
Task 2.6 - Aeronautical Survey								
- Review and Administration of Aeronautical Survey	2	4	6					
Internal QA / QC	4							
Subtotal - ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS	**15**	**34**	**132**	**0**	**18**	**46**	**176**	**10**
Hours	**15**	**34**	**132**	**0**	**18**	**46**	**176**	**10**
Salary Costs	$1,268.40	$2,582.98	$6,427.08	$0.00	$1,451.88	$2,596.70	$7,177.28	$292.80

SUBTOTAL - SALARIES:	**$21,797.12**
ADMINISTRATIVE OVERHEAD:	**$41,634.68**
DIRECT NON-LABOR EXPENSES	
Office Supplies/Equipment	$96.43
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$96.43**
SUBTOTAL:	**$63,528.23**
SUBCONSULTANTS FEE (Aeronautical Survey):	**$95,672.00**
PROFESSIONAL FEE	**$9,514.77**
TOTAL FEE:	**$168,715.00**

EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 3 - AVIATION ACTIVITY FORECASTS

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	$84.56	$75.97	$48.69	$134.20	$80.66	$66.66	$29.28	$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 3 - AVIATION ACTIVITY FORECASTS								
Task 3.1 – Inventory of Historical and Current Air Traffic Activity								
- Local TAF / TFMSC Review		1	3					
- Hourly / Daily / Monthly Peaking Review		1	3					
- FAA Aerospace Forecast Review		1	3					
- GAMA Annual Report Review		1	3					
- Emerging Technology Review		1	4					
Task 3.2 - Historical and Forecasted Socioeconomic Factors								
- Employment and Income Trends		1	4					
- Population Trends		1	4					
- Regional Economic Trends		1	4					
Task 3.3 - Forecasting Interviews								
- Interviews and Post Interview Documentation		2	4					
Task 3.4 - Prepare Aviation Forecasts								
- Establish Baseline Forecasts		2	6					
- Derivative Forecasts		2	6					
- Initial Forecast Review Meeting		4	4					
- Follow Up Forecast Review Meeting		4	4					
Task 3.5 - Prepare Draft Report								
- Draft Report Preparation	4	2	4					
Internal QA / QC	4							
Subtotal - ELEMENT 3 - AVIATION ACTIVITY FORECASTS	**8**	**24**	**56**	**0**	**0**	**0**	**0**	**0**
Hours	**8**	**24**	**56**	**0**	**0**	**0**	**0**	**0**
Salary Costs	$676.48	$1,823.28	$2,726.64	$0.00	$0.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:	**$5,226.40**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$9,982.95**
DIRECT NON-LABOR EXPENSES	
Office Supplies/Equipment	$19.25
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$19.25**
SUBTOTAL:	**$15,228.60**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$2,281.40**
TOTAL FEE:	**$17,510.00**

EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 4 - FACILITY REQUIREMENTS

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	$84.56	$75.97	$48.69	$134.20	$80.66	$66.66	$29.28	$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 4 - FACILITY REQUIREMENTS								
Task 4.1 – Establishing Facility Requirments								
- Runway Orientation		1	2				1	
- Runway Length and Width Analysis		2	5				1	
- Taxiway System Analysis		2	5				2	
- Runway and Taxiway Safety and Object Free Area Analysis		1	4				1	
- Runway Protection Zone Analysis		1	4				1	
- Runway Obstacle Free Zone Analysis		1	4				1	
- Airfield Pavement Strength Analysis		2	4					
- Airfield Markings and Lighting Analysis		1	4					
- Regional Economic Trends Analysis		2	4					
- Airport NAVAIDS Analysis		1	4					
- Instrument Approach Analysis		1	4					
- Aircraft Parking Apron Analysis		1	6				2	
- Terminal Building Analysis		1	4					
- FBO Facilities and Amenities Analysis		1	4					
- Aircraft Storage Hangar Analysis		1	4					
- Automobile Access and Parking Facility Analysis		1	2				1	
Task 4.2 - Prepare Draft Report and Review Meetings								
- Draft Report Preparation	4	2	4					
- Meeting 1 and Post Meeting Documentation		8	8		4			
Internal QC / QC	8							
Subtotal - ELEMENT 4 - FACILITY REQUIREMENTS	**12**	**30**	**76**	**0**	**4**	**0**	**10**	**0**
Hours	**12**	**30**	**76**	**0**	**4**	**0**	**10**	**0**
Salary Costs	$1,014.72	$2,279.10	$3,700.44	$0.00	$322.64	$0.00	$292.80	$0.00

SUBTOTAL - SALARIES:	**$7,609.70**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$14,535.29**
DIRECT NON-LABOR EXPENSES	
Office Supplies/Equipment	$47.26
Travel Costs	$2,000.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$2,047.26**
SUBTOTAL:	**$24,192.25**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$3,321.75**
TOTAL FEE:	**$27,514.00**

EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 5 - DEVELOPMENT ALTERNATIVES

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	$84.56	$75.97	$48.69	$134.20	$80.66	$66.66	$29.28	$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 5 - DEVELOPMENT ALTERNATIVES								
Task 5.1 – Develop Airside Alternatives								
- Analysis and Development of 3 Airside Alternatives		4	10		5		20	
- Preferred Airside Alternative Meeting		8	8		4			
Task 5.2 - Land Use Planning Alternatives								
- Analysis and Development of 3 Land Use Plan Alternatives		4	10		5		20	
- Land-Use Alternative Meeting		8	8		4			
Task 5.3 - Develop Landside/Terminal Alternatives								
- Analysis and Development of 3 Landside/Terminal Alternatives		4	10		5		20	
- Preferred Landside/Terminal Alternative Meeting		8	8		4			
Task 5.4 - Stakeholder Committee Meeting and Public Workshop								
- SC Meeting		8	8		4			
- Public Workshop		8	8		4			
Task 5.5 - Environmental Review of Preferred Alternative								
- Environmental Analysis		8	20					
- Agency Coordination		2	6					
- Recycling, Reuse, and Waste Reduction Program		4	8					
Task 5.6 - Utility Needs Analysis of Preferred Alternative								
- Utility Needs Analysis		4	4		8			
Task 5.7 - Prepare Draft Report								
- Draft Report Preparation	8	2	4					
Internal QA / QC	15							
Subtotal - ELEMENT 5 - DEVELOPMENT ALTERNATIVES	**23**	**72**	**112**	**0**	**43**	**0**	**60**	**0**
Hours	**23**	**72**	**112**	**0**	**43**	**0**	**60**	**0**
Salary Costs	$1,944.88	$5,469.84	$5,453.28	$0.00	$3,468.38	$0.00	$1,756.80	$0.00

SUBTOTAL - SALARIES:	**$18,093.18**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$34,559.78**
DIRECT NON-LABOR EXPENSES	
Office Suppplies/Equipment	$115.09
Travel Costs	$9,000.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$9,115.09**
SUBTOTAL:	**$61,768.05**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$7,897.94**
TOTAL FEE:	**$69,666.00**

EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	$84.56	$75.97	$48.69	$134.20	$80.66	$66.66	$29.28	$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT								
Task 6.1 - ALP Cover Sheet and Airport Data Sheet		2	4				8	
Task 6.2 - Airport Layout Drawing - Existing / Ultimate								
- Existing ALP		4	10				32	
- Ultimate ALP		2	4				16	4
Task 6.3 - Airport Airspace & Inner Portion of Approach Sfc. Drawings and Data Table		4	10				24	
Task 6.4 - Runway Centerline Profile Sheet		2	4				10	
Task 6.5 - Runway Departure Surface Drawings and Data Tables		2	10				24	
Task 6.6 - Terminal Area Drawing		8	20				34	
Task 6.7 - On-Airport Land Use Drawing		4	8				20	
Task 6.8 - Exhibit A Property Map		10	28				40	
Internal QC / QC	8							
Subtotal - ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT	**8**	**38**	**98**	**0**	**0**	**0**	**208**	**4**
Hours	**8**	**38**	**98**	**0**	**0**	**0**	**208**	**4**
Salary Costs	$676.48	$2,886.86	$4,771.62	$0.00	$0.00	$0.00	$6,090.24	$128.64

SUBTOTAL - SALARIES:	**$14,553.84**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$27,799.29**
DIRECT NON-LABOR EXPENSES	
Office Supplies/Equipment	$31.90
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$31.90**
SUBTOTAL:	**$42,385.03**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$6,352.97**
TOTAL FEE:	**$48,738.00**

EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	$84.56	$75.97	$48.69	$134.20	$80.66	$66.66	$29.28	$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN								
Task 7.1 - Airport Development Program								
- Identification of Project Prioritization and Phasing		2	12		8			12
Task 7.2 - Airport Development Probable Costs								
- Cost Estimate Development		4	8		34			
Task 7.3 - Financial Plan								
- Identification of Funding Sources		4	6					12
- AIP Eligibility Analysis		2	4					3
Task 7.4 - Prepare Draft Report								
- Draft Report Preparation	4	2	4					
Internal QA / QC	4							
Subtotal - ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN	**8**	**14**	**34**	**0**	**42**	**0**	**0**	**27**
Hours	**8**	**14**	**34**	**0**	**42**	**0**	**0**	**27**
Salary Costs	$676.48	$1,063.58	$1,655.46	$0.00	$3,387.72	$0.00	$0.00	$868.32

SUBTOTAL - SALARIES:	**$7,651.56**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$14,615.24**
DIRECT NON-LABOR EXPENSES	
Office Supplies/Equipment	$33.17
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$33.17**
SUBTOTAL:	**$22,299.97**
SUBCONSULTANTS FEE (CIP Analysis):	**$12,000.00**
PROFESSIONAL FEE	**$3,340.02**
TOTAL FEE:	**$37,640.00**

EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	$84.56	$75.97	$48.69	$134.20	$80.66	$66.66	$29.28	$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN								
Task 8.1 - Obstruction Mitigation Action Plan								
- Identification of Critical Obstructions	1	2	8				8	
- Potential Mitigation Plan Evaluation	1	2	10					
Internal QA / QC	2							
Subtotal - ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN	**4**	**4**	**18**	**0**	**0**	**0**	**8**	**0**
Hours	**4**	**4**	**18**	**0**	**0**	**0**	**8**	**0**
Salary Costs	$338.24	$303.88	$876.42	$0.00	$0.00	$0.00	$234.24	$0.00

SUBTOTAL - SALARIES:	**$1,752.78**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$3,347.99**
DIRECT NON-LABOR EXPENSES	
Office Supplies/Equipment	$114.12
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$114.12**
SUBTOTAL:	**$5,214.89**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$765.11**
TOTAL FEE:	**$5,980.00**

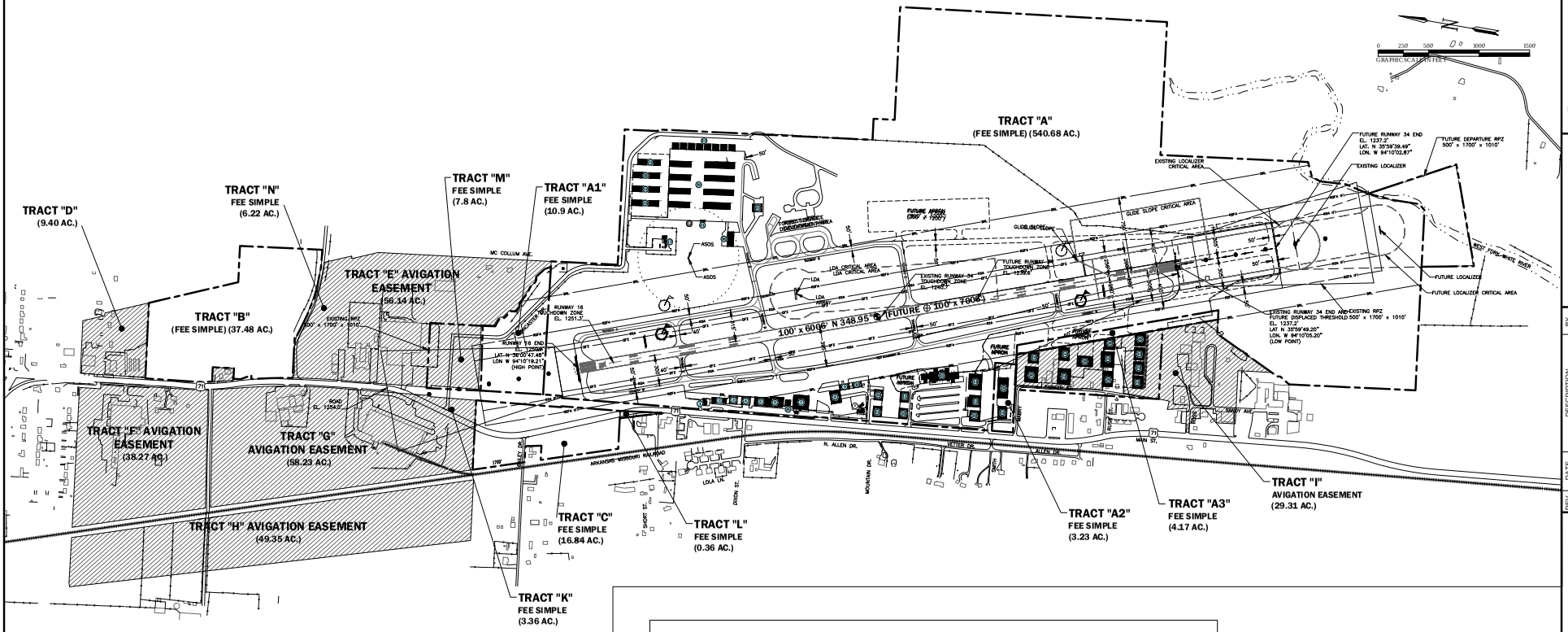
EXHIBIT B-06

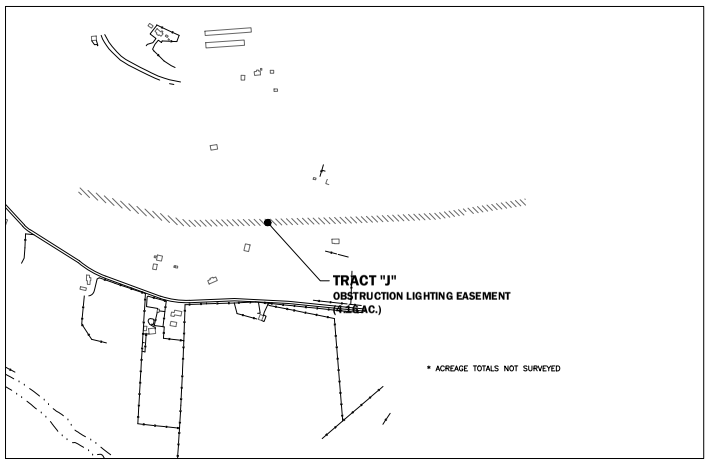
CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 9 - FINAL DOCUMENTATION

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	$84.56	$75.97	$48.69	$134.20	$80.66	$66.66	$29.28	$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 9 - FINAL DOCUMENTATION/COORDINATION MEETINGS								
Task 9.1 - Final Draft Report and Executive Summary								
- Prepare Final Draft Report		2	3					12
- Prepare Executive Summary		1	2					6
Task 9.2 - Final Report								
- Prepare Final Report		1	2					4
- Prepare Final ALP Set		1	2				4	
Internal QA / QC	1							
Subtotal - ELEMENT 9 - FINAL DOCUMENTATION/COORDINATION MEETINGS	**1**	**5**	**9**	**0**	**0**	**0**	**4**	**22**
Hours	**1**	**5**	**9**	**0**	**0**	**0**	**4**	**22**
Salary Costs	$84.56	$379.85	$438.21	$0.00	$0.00	$0.00	$117.12	$707.52

SUBTOTAL - SALARIES:	**$1,727.26**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$3,299.24**
DIRECT NON-LABOR EXPENSES	
Document Reproduction / Printing	$1,000.00
Office Supplies/Equipment	$85.53
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$1,085.53**
SUBTOTAL:	**$6,112.03**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$753.97**
TOTAL FEE:	**$6,866.00**





LAND PARCEL DATA

TRACT	INTEREST	ACRES	DATE	FEDERAL GRANT NUMBER
A	FEE SIMPLE	522.32	1930	CITY OF FAYETTEVILLE GENERAL OBLIGATION BONDS
B	FEE SIMPLE	37.48	1990	AIP 3-05-0020-11
C	FEE SIMPLE	16.84	1990	AIP 3-05-0020-11
D	AVIGATION EASEMENT	9.40	1990	AIP 3-05-0020-11
E	AVIGATION EASEMENT	56.14	1990	AIP 3-05-0020-11
F	AVIGATION EASEMENT	38.27	1990	AIP 3-05-0020-11
G	AVIGATION EASEMENT	56.23	1990	AIP 3-05-0020-11
H	AVIGATION EASEMENT	49.35	1990	AIP 3-05-0020-11
I	AVIGATION EASEMENT	29.31	1990	AIP 3-05-0020-11
J	OBSTRUCTION LIGHTING EASEMENT	4.16	1990	AIP 3-05-0020-11
A1	FEE SIMPLE	10.96	1982	AIP 3-05-0020-02
A2	FEE SIMPLE	3.23	1985	AIP 3-05-0020-07
A3	FEE SIMPLE	4.17	1995	AIP 3-05-0020-15
K	FEE SIMPLE	3.36	2010	AIP 3-05-0020-37
L	FEE SIMPLE	0.36	2009	AIP 3-05-0020-37
M	FEE SIMPLE	7.8	2010	AIP 3-05-0020-37
N	FEE SIMPLE	6.22	1993	AIP 3-05-0020-15

AIRPORT DATA

	EXISTING	*FUTURE*
AIRPORT ELEVATION (AMSL) NGS 405 (NAVD 88)	1251.3'	*SAME*
AIRPORT REFERENCE POINT (ARP) NGS 405 (NAD 83)	LAT. N 36°06'49.49" LON. W 94°10'02.87"	*SAME*
AIRPORT REFERENCE CODE	C-II	*SAME*
NPIAS CATEGORY	GA	*SAME*
MEAN MAX. TEMPERATURE (HOTTEST MONTH)	89.3°	*SAME*
TAXIWAY LIGHTING	MITL	*SAME*
TAXIWAY MARKING	CENTERLINE	*SAME*
AIRPORT & TERMINAL NAVAIDS	LDA,LOCALIZER	*LDA,GPS,LOCALIZER*

REVISIONS

NO.	DESCRIPTION	DATE
1	GENERAL REVISION	7/2011

GARVER
2049 E. Joyce Blvd.
Suite. 400
Fayetteville, AR 72703
(479) 527-9100

REV. | DATE | DESCRIPTION | BY

FAYETTEVILLE - DRAKE FIELD
FAYETTEVILLE, AR

AIRPORT LAYOUT PLAN

AIRFIELD PROPERTY MAP (EXHIBIT A)

JOB NO.: XXXX
DATE: OCT. 2018
DESIGNED BY:
DRAWN BY:

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET NUMBER

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-362

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Kevin Springer, Budget Director

DATE: January 19, 2023

SUBJECT: **2023 Budget Re-appropriation Request**

RECOMMENDATION:

It is recommended to amend the 2023 Adopted Budget by re-appropriating $191,378,000 in bonded or ongoing capital projects and outstanding obligations and grant funded items. In addition, staff is recommending approval of any changes to this request that may arise due to finalizing the 2022 year-end which would result in a decrease in the total authorized budget. A finalized budget amendment will be submitted to the City Council as an agenda item during April of 2023.

BACKGROUND:

Budget appropriations for 2022 expired December 31, 2022. Equipment and supplies or services must have been received by December 31 in order to be charged to the 2022 Budget. Some departments have items or services that were budgeted in 2022 but were not delivered or completed by year-end. In these cases, unspent amounts for those projects and items need to be re-appropriated, since they were not included in the 2023 Budget. In the case of capital improvement projects, unspent funds are added to any amounts appropriated in the 2023 Budget.

DISCUSSION:

Because of the need for project continuation, staff recommends approval of the attached re-appropriation budget request at the February 7, 2023 City Council meeting. City Council is requested to amend the 2023 Adopted Budget by re-authorizing up to $191,378,000 for purchase commitments and capital improvements as follows:

CATEGORY	OBLIGATED	NON-OBLIGATED	TOTAL
1 - Bonded Capital Projects	$ 22,252,935	$ 75,592,700	$ 97,845,635
2 - Grants / Donations / Reimbursements	4,862,519	7,073,825	11,936,344
3 - Operational Obligations	559,992	39,083	599,075
4 - Capital Improvements Projects (CIP)	22,527,478	58,469,468	80,996,946
Grant Total	**$ 50,202,924**	**$ 141,175,076**	**$ 191,378,000**

Please find attached a schedule of capital projects by Improvement Type which were included in the 2022 Budget that were not fully expended during the 2022 fiscal year. The 2022 estimated unreserved fund balance/retained earnings for the respective funds reflects the cost of the requested re-appropriation. These re-budgeted items, therefore, do not impact the estimated fund balance amounts which were forecasted in the 2023 Budget.

The re-authorization of prior year's appropriated projects and items are normal budget operating procedures and are generally for one-time expenses. Approval of this request will allow the 2023 Budget to be increased to reflect the attached information. Several of the requested re-authorizations include revenue offset in the form of grant revenues.

The total requested re-budgets for all funds are in the attached worksheet. These amounts will require City Council action. For your information, a summary by Funding Source and Improvement Type is included in this memo. The re-appropriation amounts are broken out into two separate categories:

• Obligated: These items have Contracts/Purchase Orders already issued on them during 2022 and the City will not receive the item and/or service until 2023.
• Unobligated: These items did not have any Contracts/Purchase Orders issued on them as of 2022.

BUDGET/STAFF IMPACT:
The estimated fund balance for the 2023 Budget was based on the assumption that these 2022 funds would be either spent in 2022 or be re-appropriated. The funds do not increase the use of operating reserves and this request simply retains project funding for identified and scheduled capital improvements for the current fiscal year.

If you have any questions concerning the attachment or the procedure, please feel free to contact either Paul A. Becker (575-8330) or Kevin Springer (575-8226). Thank you for your attention to this request.

ATTACHMENTS: SRF_2023-326 2022 Rebudgets, 2023 Appropriations (Summary by Fund), 2023 Appropriations (Detail)

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

File #: 2023-362

2023 Budget Re-appropriation Request

A RESOLUTION TO AMEND THE 2023 ADOPTED BUDGET BY REAPPROPRIATING $191,378,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS, AND GRANT FUNDED ITEMS

WHEREAS, capital projects often are constructed and paid for in more than one calendar year which requires the funds appropriated in the initial year for the project to be reappropriated to the subsequent year to complete the project; and

WHEREAS, certain outstanding obligations and grant funded items must be reappropriated to complete these obligations or grant funded projects.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, hereby approves an amendment to the 2023 Budget to reflect $191,378,000.00 in bonded or ongoing capital projects, outstanding obligations, and grant funded items as shown on the worksheet attached to this Resolution.

City of Fayetteville Staff Review Form

2023-362

Item ID

2/7/2023

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

Kevin Springer	1/19/2023	BUDGET & INFORMATION MGMT (133)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO AMEND THE 2023 ADOPTED BUDGET BY REAPPROPRIATING $191,378,000 IN BONDED OR ON-GOING CAPITAL PROJECTS AND OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS.

Budget Impact:

VARIOUS	VARIOUS
Account Number	Fund
VARIOUS	VARIOUS
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	218,151,075.00
		Expenses (Actual+Encum)	$	17,246,002.88
		Available Budget	$	**200,905,072.12**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	191,378,000.00
		Remaining Budget	$	**392,283,072.12**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 267-22

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

2023 Appropriations (Summary by Fund)

FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
1010 - General	3,410,399	3,868,960	7,279,359
2100 - Street	100,822	3,070,051	3,170,873
2130 - Parking	-	490,233	490,233
2180 - Community Development	-	2,439,182	2,439,182
2246 - American Rescue Plan Act (ARPA)	4,717,928	618,956	5,336,884
2250 - Parks Development	621,472	4,145,438	4,766,910
2300 - Impact Fee	282,001	6,630,247	6,912,248
2930 - Drug Law Enforcement Grant	5,606	222,200	227,806
4270 - Disaster & Replacement	-	462,428	462,428
4470 - Sales Tax Capital Improvement	5,626,057	11,330,508	16,956,565
4601 - Bond Program Grant Matching	90,725	4,827,314	4,918,039
4602 - Streets Project 2019 Bonds	7,887,281	2,015,345	9,902,626
4603 - Trails Project 2019 Bonds	49,774	40,333	90,107
4604 - Drainage Projects 2019 Bonds	2,329,969	160,203	2,490,172
4605 - Parks Project 2019 Bonds	16,634	151,621	168,255
4606 - Economic Development 2019 Bonds	30,000	3,015,684	3,045,684
4607 - City Facilities 2019 Bonds	-	32,603	32,603
4608 - Arts Corridor 2019 Bonds	1,898,101	26,771	1,924,872
4609 - Police Projects 2019 Bonds	1,158,626	89,795	1,248,421
4610 - Fire Projects 2019 Bonds	366,186	515,794	881,980
4702 - Streets Project 2022 Bonds	839,775	28,916,194	29,755,969
4703 - Trails Project 2022 Bonds	431,767	4,179,340	4,611,107
4704 - Drainage Projects 2022 Bonds	47,204	6,849,363	6,896,567
4705 - Parks Project 2022 Bonds	923,181	10,024,169	10,947,350
4707 - City Facilities 2022 Bonds	-	2,713,976	2,713,976
4708 - Arts Corridor 2022 Bonds	5,778,464	6,607,146	12,385,610
4710 - Fire Projects 2022 Bonds	405,248	5,427,049	5,832,297
5400 - Water and Sewer	9,799,455	26,391,462	36,190,917
5500 - Recycling and Trash Collection	764,017	1,683,564	2,447,581
5550 - Airport	1,210,902	766,087	1,976,989
9700 - Shop	1,411,330	3,463,060	4,874,390
Grand Total	**50,202,924**	**141,175,076**	**191,378,000**

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
1 - BONDS	**4601 - Bond Program Grant Matching**			
	46020 - Streets Project (2019 Bonds)	24,392	-	24,392
	46040 - Drainage Projects (2019 Bonds)	56,475	-	56,475
	46060 - Economic Development (2019 Bonds)	-	4,827,314	4,827,314
	46080 - Arts Corridor (2019 Bonds)	9,858	-	9,858
	4602 - Streets Project 2019 Bonds			
	46020 - Streets Project (2019 Bonds)	7,887,281	2,015,345	9,902,626
	4603 - Trails Project 2019 Bonds			
	46030 - Trail Projects (2019 Bonds)	49,774	40,333	90,107
	4604 - Drainage Projects 2019 Bonds			
	46040 - Drainage Projects (2019 Bonds)	2,329,969	160,203	2,490,172
	4605 - Parks Project 2019 Bonds			
	46050 - Park Projects (2019 Bonds)	16,634	151,621	168,255
	4606 - Economic Development 2019 Bonds			
	46060 - Economic Development (2019 Bonds)	30,000	3,015,684	3,045,684
	4607 - City Facilities 2019 Bonds			
	46070 - City Facilities (2019 Bonds)	-	32,603	32,603
	4608 - Arts Corridor 2019 Bonds			
	46080 - Arts Corridor (2019 Bonds)	1,898,101	26,771	1,924,872
	4609 - Police Projects 2019 Bonds			
	46090 - Police Projects (2019 Bonds)	1,158,626	89,795	1,248,421
	4610 - Fire Projects 2019 Bonds			
	46100 - Fire Projects (2019 Bonds)	366,186	515,794	881,980
	4702 - Streets Project 2022 Bonds			
	46020 - Streets Project (2019 Bonds)	839,775	28,916,194	29,755,969
	4703 - Trails Project 2022 Bonds			
	46030 - Trail Projects (2019 Bonds)	431,767	4,179,340	4,611,107
	4704 - Drainage Projects 2022 Bonds			
	46040 - Drainage Projects (2019 Bonds)	47,204	6,849,363	6,896,567

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
1 - BONDS	**4705 - Parks Project 2022 Bonds**			
	46050 - Park Projects (2019 Bonds)	923,181	10,024,169	10,947,350
	4707 - City Facilities 2022 Bonds			
	46070 - City Facilities (2019 Bonds)	-	2,713,976	2,713,976
	4708 - Arts Corridor 2022 Bonds			
	46080 - Arts Corridor (2019 Bonds)	5,778,464	6,607,146	12,385,610
	4710 - Fire Projects 2022 Bonds			
	46100 - Fire Projects (2019 Bonds)	405,248	5,427,049	5,832,297
1 - BONDS Total		**22,252,935**	**75,592,700**	**97,845,635**
2 - GRANTS	**1010 - General**			
	31607 - Police STEP Grant	-	226,984	226,984
	32011 - Historic Preservation Master Plan Grant (CLG)	40,295	15,389	55,684
	32102 - YRCC Kids Night CDBG Grant 2021	-	4,135	4,135
	32104 - Police Community Police Development Grant	-	495,535	495,535
	32201 - YRCC Fayetteville Area Community Foundation Grant	-	1,224	1,224
	32203 - Police - Officer Stipend (Act 224)	-	167,101	167,101
	32204 - Police - COPS Hiring Program Grant	2,180	1,256,429	1,258,609
	32205 - Police - Law Enf Mental Health & Wellness (LEMHWA) G	-	94,626	94,626
	32207 - AR Historic Preservation Program (CLG Grant)	-	5,000	5,000
	32208 - The Black History Commission of Arkansas	-	2,457	2,457
	32209 - Police - Dept of Public Safety Equipment Grant	-	100,000	100,000
	32210 - Police - PSN Grant - State (1010)	-	10,852	10,852
	33044 - Police Department Donations	24,254	6,389	30,643
	33045 - Police Law Enforcement State Forfeitures	-	117,303	117,303
	33046 - Police Law Enforcement Fed Forfeitures	-	329,758	329,758
	33047 - Fire Department Act 833/46/Misc Revenue	-	190,941	190,941
	33048 - Animal Services Miscellanous Donations	-	132,405	132,405

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
2 - GRANTS	33051 - Parks & Recreation Donations	-	43,565	43,565
	36024 - Historic Preservation Travel & Training	-	1,344	1,344
	36029 - Fire - Donations	-	2,510	2,510
	37042 - Police Bulletproof Vests Partnership	2,056	28,177	30,233
	39012 - District Court Automation	-	6,390	6,390
	39022 - Police JAG Local Solicitation	-	18,159	18,159
	39024 - Police IRS/Treasury Forfeitures	43,106	172,031	215,137
	2180 - Community Development			
	32003 - CDBG Donations	-	26,464	26,464
	Community Development Block Grant	-	2,412,718	2,412,718
	2246 - American Rescue Plan Act (ARPA)			
	20023 - AMERICAN RESCUE PLAN GRANT (ARPA)	4,717,928	618,956	5,336,884
	2930 - Drug Law Enforcement Grant			
	32229 - Police - DTF PSN Grant - State (2930)	-	30,932	30,932
	33043 - DTF Law Enforcement State Forfeitures	-	111,472	111,472
	38070 - Police High Intensity Drug Trafficking	-	79,796	79,796
	4270 - Disaster & Replacement			
	18025 - Air Museum Sprinkler Repair	-	5,015	5,015
	20019 - COVID-19 Disaster Recovery Funds	-	81,188	81,188
	31702 - FEMA Flood 2017	-	148,354	148,354
	5500 - Recycling and Trash Collection			
	31304 - Curbside Value Partnership Grant	-	6,327	6,327
	32009 - USDA Community Compost & Food Waste Reduction Gr	-	3,663	3,663
	33028 - RTC E-Waste Grant (ADEQ)	-	15,745	15,745
	33053 - RTC - Recycling Grant (ADEQ/Boston)	-	10,296	10,296

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
2 - GRANTS	**5550 - Airport**			
	32004 - FAA CARES Act Grant	-	34,162	34,162
	32202 - Airport ARFF Cart 2022	32,700	633	33,333
	32206 - Airport Wildlife Fence Rehab	-	59,400	59,400
2 - GRANTS Total		**4,862,519**	**7,073,825**	**11,936,344**
3 - OPERATIONAL	**1010 - General**			
	43020 - Wellness Program	-	18,331	18,331
	51022 - Public Access Television Fees	-	20,752	20,752
	Fire Uniforms/Equipment	30,147	-	30,147
	Legal Services Arts Corridor Civic Plaza	32,784	-	32,784
	Police Uniforms/Equipment	40,645	-	40,645
	WCRC - Riparian Restoration (Sustainability)	21,770	-	21,770
	2930 - Drug Law Enforcement Grant			
	Police Uniforms/Equipment	5,606	-	5,606
	5400 - Water and Sewer			
	WWTP Contract	429,040	-	429,040
3 - OPERATIONAL Total		**559,992**	**39,083**	**599,075**
4 - CIP	**1010 - General**			
	02047 - Police Facility Improvements	343,595	693	344,288
	17008 - Stormwater Utility Feasibility Study	-	199,660	199,660
	17010 - Trail of Tears Signage	1,000	-	1,000
	18023 - Mountain Ranch Land Acquisition	275,188	-	275,188
	18026 - Development Services Continuous Process Improvemen	-	7,500	7,500
	21012 - Mobility / Trail Improvements	6,216	5,377	11,593
	21015 - Road Change (Porter to Stephen Carr Memorial Blvd)	-	6,613	6,613
	46080 - Arts Corridor Bond Matching	2,547,163	-	2,547,163

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	50033 - Raze and Removals	-	4,856	4,856
	59700 - Transfers to Shop Fund	-	176,474	176,474
	2100 - Street			
	02053 - Sidewalk Improvements	7,660	1,099,956	1,107,616
	15002 - Winter Weather Operations Center	-	6,220	6,220
	15009 - Building Efficiency Improvements	93,162	-	93,162
	18001 - Transportation & Fleet Building Improvements	-	79,875	79,875
	46060 - Economic Development (Street)	-	1,480,000	1,480,000
	59700 - Transfers to Shop Fund	-	404,000	404,000
	2130 - Parking			
	02057 - Technology Equipment Replacements	-	19,330	19,330
	06001 - Parking Lot Improvements and Overlays	-	111,663	111,663
	15003 - Spring Street Parking Deck Improvements	-	75,709	75,709
	15004 - Meadow Street Parking Deck Improvements	-	78,079	78,079
	18002 - Parking Enforcement Upgrades	-	60,000	60,000
	18003 - Parking Infrastructure Improvements	-	33,341	33,341
	19001 - Parking Meter/Pay Station Upgrades	-	79,421	79,421
	19008 - Off-Street Parking Improvements	-	32,690	32,690
	2250 - Parks Development			
	02001 - Lights of the Ozarks	34,819	-	34,819
	02002 - Regional Park Development	-	6,345	6,345
	02013 - Neighborhood Park Development	133,210	744,100	877,310
	02014 - Other Park & Safety Improvements (2250)	-	1,118	1,118
	13001 - Community Park Improvements	432,432	1,158,652	1,591,084
	16004 - Park Paving Improvements	-	3,002	3,002
	16010 - Natural Surface Trail Development	-	485	485
	21005 - Trail Pavilion and Neighborhood Park Improvements	-	113,370	113,370
	22002 - Parks Tree Planting	-	17,079	17,079
	22009 - Wilson Pool Improvements	-	220,944	220,944

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	33051 - Parks & Recreation Donations	-	17,560	17,560
	46050 - Park Projects Bond Matching	21,011	1,812,783	1,833,794
	59700 - Transfers to Shop Fund	-	50,000	50,000
	2300 - Impact Fee			
	07001 - Police Impact Fee Improvements	282,001	551,148	833,149
	07002 - Water Impact Fee Improvements	-	2,433,976	2,433,976
	07003 - Fire Impact Fee Improvements	-	479,845	479,845
	07004 - Wastewater Impact Fee Improvements	-	3,165,278	3,165,278
	4270 - Disaster & Replacement			
	04038 - Replacement Copier Funds	-	227,871	227,871
	4470 - Sales Tax Capital Improvement			
	02001 - Lights of the Ozarks	-	19,239	19,239
	02006 - Fire Facility Maintenance	1,583	306,552	308,135
	02016 - Trail Development	83,677	713,418	797,095
	02045 - Forestry/Safety & ADA Compliance (4470)	17,175	4,577	21,752
	02046 - Building Improvements	175,201	509,429	684,630
	02047 - Police Facility Improvements	387,411	51,088	438,499
	02052 - In-House Pavement Improvements	390,474	1,129,829	1,520,303
	02053 - Sidewalk Improvements	83,210	422,737	505,947
	02055 - Geographic Information System (GIS)	-	35,057	35,057
	02056 - Local Area Network (LAN) Upgrades	56,051	242,721	298,772
	02057 - Technology Equipment Replacements	-	143,088	143,088
	02061 - Television Center Equipment	24,758	39,770	64,528
	02062 - Police Specialized Equipment	-	62,777	62,777
	02063 - Traffic Signal Improvements	4,372	506,829	511,201
	02094 - Document Management	-	53,851	53,851
	02097 - Stormwater Quality Management	26,549	21,842	48,391
	02108 - Other Drainage/Bridge Improvements	91,895	546,151	638,046
	02116 - Cost Share / ROW / Intersection / Street Calming	58,533	316,101	374,634

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	03019 - Fire Apparatus Purchases - Shop Transfer	-	157,095	157,095
	04001 - Telecommunication Systems Upgrades	75,256	13,901	89,157
	04047 - Fayetteville-AR.gov Technical Improvements	-	85,596	85,596
	06002 - Police Technology Improvements	52,736	116,430	169,166
	06003 - Police Unmarked Vehicle Replacements	-	56,649	56,649
	06035 - Transportation Street Improvements	307,371	1,682,777	1,990,148
	07010 - Budgeting & Planning Software System	-	47,360	47,360
	08001 - Tree Escrow	-	26,235	26,235
	08025 - Time and Attendance	-	16,924	16,924
	09028 - Fiber Optic Cable	44,380	121,522	165,902
	09031 - Storage Area Network (SAN)	-	17,358	17,358
	10013 - IT Assessment and Project Management	-	14,058	14,058
	10017 - Fire Technology Equipment Replacements	-	21,368	21,368
	11004 - Parking Lot Improvements (City Employee)	-	15,549	15,549
	11021 - Drainage Maintenance	-	134,112	134,112
	13005 - Citywide Building Ins Appraisal Study	-	35,000	35,000
	13007 - Enterprise Data Warehouse System	-	53,438	53,438
	13008 - ERP Upgrade/Replacement	38,347	11,601	49,948
	13011 - Police Ballistic Protection Replacement	2,056	109,449	111,505
	13028 - Employee Gym Equipment	86,723	13,277	100,000
	13046 - Tyson Factory Sale / Improvements	-	434,777	434,777
	14002 - Animal Services Improvements	-	117,180	117,180
	14003 - City Clerk Document Management - Microfilm Scanning	-	167,445	167,445
	14009 - Police Records Management System	-	24,082	24,082
	15008 - Woolsey Homestead Historic Restoration	159,882	20,632	180,514
	15009 - Building Efficiency Improvements	2,893,328	407,185	3,300,513
	15011 - Parks Safety and ADA	5,907	5,370	11,277
	15012 - Forestry and Habitat Improvements	-	59,272	59,272
	15013 - Police Weapon Replacement	-	47,321	47,321

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	15018 - Wireless Traffic Signal Control	-	160,000	160,000
	16001 - Comprehensive Land Use Plan Update	-	23,238	23,238
	16002 - Firefighting Safety Equipment	120,424	109,447	229,871
	16004 - Park Paving Improvements	-	81,737	81,737
	16007 - Police Marked Vehicle Expansion	-	213,372	213,372
	16009 - Video Prod Digital Server/Archive System	-	4,502	4,502
	17005 - Police K9 Replacement	-	15,000	15,000
	18005 - Cyber Security	-	62,736	62,736
	18006 - Regional Park Fiber and Network	-	31,925	31,925
	18007 - City Hall A-V Maintenance	-	23,296	23,296
	18009 - Digital Signage Implementation	-	4,768	4,768
	18010 - Lake Fayetteville Watershed Grant Match	-	1,351	1,351
	18011 - Parks & Recreation Maintenance Work Order System	-	15,488	15,488
	18012 - Parks Recreation Software	-	2,773	2,773
	18013 - Citywide Radio System Replacement	125,268	59,538	184,806
	18022 - Parks & Recreation Master Plan	-	16,777	16,777
	19002 - Police Mobile Computer Terminal Replacement	-	2,005	2,005
	19006 - GPS Survey Equipment	-	4,652	4,652
	19007 - Parks - Lake Improvements	-	100,000	100,000
	20001 - Apple (Porter) Warehouse Stabilization/Restoration	-	349,600	349,600
	20002 - Central Dispatch Center Improvements	-	35,000	35,000
	20005 - Accounting Office Equipment	-	6,000	6,000
	21001 - Fire Mobile Radios	77,791	143,684	221,475
	21002 - Cost Allocation Plan & User Fee Study	-	83,814	83,814
	21003 - Pre-Approved Building Designs	191,032	10,612	201,644
	21004 - Street Lights LED Retrofit	-	100,000	100,000
	21005 - Trail Pavilion and Neighborhood Park Improvements	-	19,271	19,271
	21008 - ADA Assessment of City-Owned Facilities	-	60,000	60,000
	22001 - Police Firing Range Improvements	-	47,000	47,000

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	22004 - Urban Tree Planting	8,864	26,052	34,916
	22005 - Climate Resiliency	-	100,000	100,000
	22007 - Police Public Safety Equipment	-	155,601	155,601
	46080 - Arts Corridor Bond Matching	35,803	-	35,803
	59700 - Transfers to Shop Fund	-	103,250	103,250
	5400 - Water and Sewer			
	02017 - Sanitary Sewer Rehabilitation	1,673,672	2,733,442	4,407,114
	02032 - Building Improvements - W.W.T.P.	1,237,948	3,224,535	4,462,483
	02057 - Technology Equipment Replacements	-	24,447	24,447
	02064 - Water & Sewer Rate/Operations Study	90,435	43,895	134,330
	02065 - Water Meters	262,543	36,394	298,937
	02066 - Backflow Prevention Assemblies	6,863	102,408	109,271
	02068 - Upgrade/Replace Lift Stations - W.W.T.P.	149,967	580,666	730,633
	02069 - Plant Pumps and Equipment - W.W.T.P.	200,809	331,276	532,085
	03038 - Utilities Financial Services Improvements	-	110,404	110,404
	04039 - Water & Sewer Impact Fee Cost Sharing	380,506	818,254	1,198,760
	09028 - Fiber Optic Cable	-	56,491	56,491
	10006 - Benson Mountain Pressure Plane Upgrade	180,019	348,241	528,260
	10007 - Water & Sewer Improvements Defined by Study	-	733,022	733,022
	10027 - Phosphorus Standards Management	-	178,916	178,916
	11011 - Water & Sewer Relocations - Bond Projects	1,180,954	4,325,771	5,506,725
	11013 - Wetlands Bank Construction	148,304	141,784	290,088
	12009 - Water System Rehabilitation & Replacement	2,014,866	2,714,194	4,729,060
	13016 - Business Office Technology Improvements	-	20,675	20,675
	13017 - Business Office Printer Replacements	-	30,000	30,000
	13018 - Wastewater Treatment/Water Quality Improvements	69,693	944,638	1,014,331
	13019 - Water & Sewer Equipment Expansions	-	712,979	712,979
	14010 - Water Tank Improvements	292,254	1,219,440	1,511,694

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	15009 - Building Efficiency Improvements	513,868	-	513,868
	15019 - Utilities Technology Improvements	-	689,458	689,458
	15020 - Water & Sewer Building/Office Improvements	-	213,892	213,892
	15021 - Water Storage & Pump Station Maintenance	130,255	379,895	510,150
	15023 - Filter Cell Replacement - W.W.T.P.	-	4,000,000	4,000,000
	17003 - Eastside Water Storage Tank	-	216,477	216,477
	17004 - Lake Sequoyah Sediment Removal/Dredging	-	1,459,868	1,459,868
	18015 - West Water Transmission Line	837,459	-	837,459
	5500 - Recycling and Trash Collection			
	02057 - Technology Equipment Replacements	-	7,457	7,457
	09028 - Fiber Optic Cable	-	106,788	106,788
	10001 - RTC - Solid Waste Compactors	-	522,355	522,355
	10004 - RTC - Rate Study	-	99,388	99,388
	13021 - RTC - Office & Transfer Station Exp	607	65,380	65,987
	15009 - Building Efficiency Improvements	384,662	-	384,662
	15024 - RTC - Container Maint Building Upgrade	-	13,290	13,290
	15025 - RTC - Solid Waste Containers	-	13,741	13,741
	18016 - RTC - Master Plan Expansion	378,748	735,008	1,113,756
	18017 - RTC - Scale House Improvements	-	20,697	20,697
	19003 - RTC - Cart Washer	-	10,775	10,775
	19004 - RTC - Route Optimization & RFID System	-	23,267	23,267
	19005 - RTC - Truck Electrical Outlets & Block Heaters	-	12,000	12,000
	20006 - RTC - Compost Site Improvements	-	15,000	15,000
	33029 - RTC - Compost Bin Sale	-	2,387	2,387
	5550 - Airport			
	05046 - Airport Expansion Equipment (AIP#21 REV)	-	16,518	16,518
	15026 - Airport Lighting Improvements	-	16,388	16,388
	15029 - Airport Engineering Consultant Services	3,393	654	4,047
	18019 - Airport Equipment Replacement	-	38,330	38,330

2023 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
4 - CIP	18020 - Airport Terminal Improvements	-	43,977	43,977
	21009 - Airport Fuel Farm Rehabilitation	17,000	267,500	284,500
	21010 - Airport Movement Pavement Rehabilitation	-	35,000	35,000
	21011 - Airport T-hangar Rehabilitation	-	89,289	89,289
	31712 - Airport Beacon/Wind Cone Project	-	59,897	59,897
	32002 - Airport Improved Terminal Bldg - Energy Eff Imp	-	98,205	98,205
	32101 - Airport Runway Pavement & Lighting Rehab	1,157,809	6,134	1,163,943
	9700 - Shop			
	02076 - Fleet - Backhoes / Loaders	-	561,823	561,823
	02077 - Fleet - Construction Equipment	85,085	537,915	623,000
	02078 - Fleet - Light / Medium Utility Vehicles	411,017	131,293	542,310
	02079 - Fleet - Heavy Utility Vehicles	95,248	234,188	329,436
	02080 - Fleet - Other Vehicles / Equipment	32,711	596,635	629,346
	02081 - Fleet - Police / Passenger Vehicles	180,031	376,134	556,165
	02082 - Fleet - Recycling & Trash Vehicles / Equipment	397,825	134,516	532,341
	02083 - Fleet - Tractors / Mowers	83,464	535,498	618,962
	12007 - Shop Improvements	-	26,114	26,114
	15009 - Building Efficiency Improvements	73,199	-	73,199
	18001 - Transportation & Fleet Building Improvements	-	97,159	97,159
	20007 - Fleet Management System Upgrade	-	41,586	41,586
	20008 - Fleet Fixed Assets (Overhead Crane)	-	150,000	150,000
	21006 - Fleet Shop Expansion	52,750	37,050	89,800
	21007 - Fleet Office Expansion	-	3,149	3,149
4 - CIP Total		**22,527,478**	**58,469,468**	**80,996,946**
Grand Total		**50,202,924**	**141,175,076**	**191,378,000**

City of Fayetteville Staff Review Form

2022-0557

Legistar File ID

7/5/2022

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

Billy Bryant	6/15/2022	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 2860 E. Wyman Rd., and to approve a budget adjustment of $17,800.00 for the project. The current balance of $4,856.00 in 1010.640.6400-5315.04 has not been spent, but has already been included on another project (2022-0209).

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2202	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	4,856.00
		Funds Obligated	$	4,856.00
		Current Balance	$	-
Does item have a cost?	Yes	Item Cost	$	17,800.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	17,800.00
		Remaining Budget	$	-

V20210527

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JULY 5TH, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

DATE: June 14, 2022

SUBJECT: **Raze and Removal of Structures at 2860 E Wyman Rd.**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 2860 E. Wyman Rd., and to approve a budget adjustment in the amount of $17,800.00 for the project.

BACKGROUND:
This property was brought to the attention of Code Compliance through an anonymous complaint. Upon inspection of the property staff found a structure that is on the verge of collapse. A code case for raze and removal of the structure was opened on October 6th, 2021. Contact was made with the owner, and he was made aware of the issues and concerns with the structure. Issues being non-functioning roof, collapsing walls, and a crumbling foundation. The owner mentioned intentions of correcting the structure and bringing the structure back up to code. As is Code Compliance standard practice, the owner was afforded the opportunity to resolve violations before legal action is taken. In this instance, this included time to obtain a building permit to repair the structure. Given the owner's financial circumstances, Code Compliance exercised as much flexibility as possible. The permit was applied for on December 3, 2021. The building permit was approved through the building safety division. The owner neglected to pay the fees associated with the permit, therefore the permit was deemed incomplete and void on May 31, 2022. Inspections during that time showed no repair attempts were made to the structure by the owner. Currently, this structure does have water and electrical service.

DISCUSSION:
This address consists of a single story 1,616 square foot, single family dwelling along with storage buildings. Repairs to the structure remain unaccomplished, with the interior exposed to the elements for an undisclosed amount of time. These conditions have caused numerous structural safety issues as well as made the structure unsanitary and un-inhabitable. Photos of the property and the structure are attached. The deterioration of the structure constitutes a cost prohibitive repair. The owner applied for a building permit on December 3, 2021. The owner

never paid for the permit therefore the permit application was voided. The owner has mentioned applying for another building permit, but nothing has been submitted at this time.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs. The current budget balance of $4,856.00 has not been spent, but has already been included on another project (2141 N. Green Acres Rd).

Attachments:

- Process Summary
- Receipt of Bids
- Budget Adjustment
- Notifications
- Property Records
- Map
- Property Photos.

FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 2860 E Wyman Rd

WC Parcel # 765-02244-000

Energov Case # CBLD-2021-000049

City Code: 173.08

- On 10/06/2021 Code Compliance received a Request for Service regarding the property located at 2860 E Wyman Rd
- A Notice of Violation was sent to the Owner of Record on 10/06/2021
- The signed Return Receipt Card was received on 10/18/2021

  (or)

- The property was posted on __/__20__
- On 12/02/2021 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: **2860 E Wyman Rd.** PROJECT No: **Bid# 22-000049**

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **June 6th, 2022 at 4:00 pm**

CONTRACTOR: M & M Excavating
377 Sulphur City Rd
Fayetteville, AR 72701
BID AMOUNT: $ 17,800.00

CONTRACTOR: Declined to bid
BID AMOUNT: _____

CONTRACTOR: _____
BID AMOUNT: _____

CONTRACTOR: _____
BID AMOUNT: _____

CONTRACTOR: _____
BID AMOUNT: _____

Certified by: _____ Date: 6-6-22

Witness: _____ Date: 6-6-22

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 22-000049

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 **F A X #** 479.444.3445

PROJECT LOCATION: 2860 E. Wyman Rd., Fayetteville, AR 72701

WC Parcel # 765-02244-000

CONTRACTOR'S SCOPE OF WORK

- RAZE&REMOVAL
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- CLEANUP & DISPOSAL
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- MISCELLANEOUS
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 22-000049

DATE ISSUED: May 22nd, 2022

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 2860 E. Wyman Rd., Fayetteville, AR 72701

DATE OF OPENING: Monday June 6th, 2022 at 4:00pm

My total bid price for the Raze & Removal Project is:

$ 17,800 ⁰⁰

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 6.6.2022

Complete Business Address

Name of Firm: M's M Excavating Phone # 479.841.9285

Street address or P O Box
377 Sulphur City Rd.

City / State/ Zip Code
Fayetteville, AR 72701

Printed Name: Misty Barker

Signature: Misty Barker Title: Member

Federal Tax ID # 26-0611207 or SSN _____

State Contractor # D1917805 24 City Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

May 23, 2022

Leroy H Scharfenberg
2860 E Wyman Rd.
Fayetteville, AR 72701

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

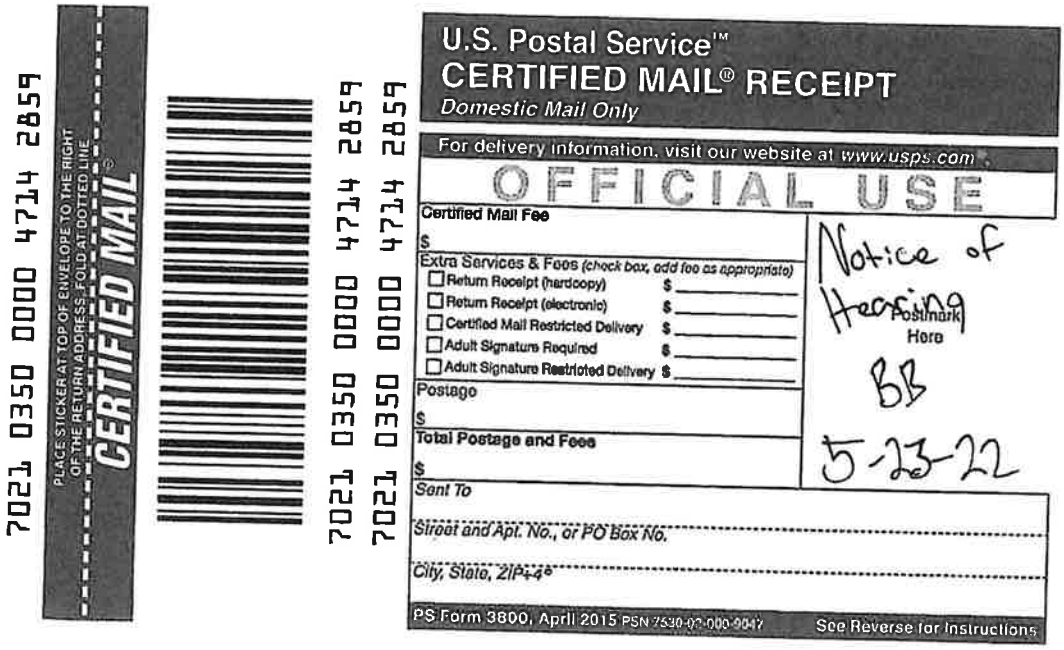
Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **2860 E Wyman Rd. (WC Parcel # 765-02244-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8237.

The hearing will be part of a regular City Council meeting on **July 5th, 2022** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Senior Code Compliance Officer


7021 0350 0000 4714 2859
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL®
7021 0350 0000 4714 2859
7021 0350 0000 4714 2859
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®
OFFICIAL USE
Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
Notice of Hearing
Postmark Here
BB
5-23-22

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 2860 E Wyman Rd

WC Parcel # 765-02244-000

UDC 173.09 (A)

[X] ***I recommend the raze and removal of the structure.***

[ ] ***I recommend securing the structure.***

[ ] ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

[X] ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

Code Compliance Admin. 10-6-21 **Date**

City Building Official 10-6-21 **Date**

Observations:

Case # CBLD-2021-000049



2860 E. Wyman Rd.

Fayetteville, AR

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

Created: 6/15/2022
Credits: City of Fayetteville, AR, 2022 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



2860 E. Wyman Rd.

Fayetteville, AR

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

Created: 6/15/2022
Credits: City of Fayetteville, AR, 2022 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

Case Number: CBLD-2021-000049

Violation Notice

Case Type: Building

Date Case Established: 10/06/2021

Owner: LEROY SCHARFENBERG

Mailing Address

LEROY SCHARFENBERG
2860 E WYMAN RD
FAYETTEVILLE, AR 72701-4648

Notice of Violation for the following location:

Address	Parcel
2860 E WYMAN RD Fayetteville, AR 72701	**765-02244-000**

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Randy Johnson
Code Compliance Officer
479.601.1508
rjohnson@fayetteville-ar.gov

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
13 Oct 21

address different from item 1? ☐ Yes
er delivery address below: ☐ No

LEROY H SCHARFENBERG
2860 E WYMAN RD
FAYETTEVILLE, AR 72701-4648

RECEIVED
OCT 18 2021
DEVELOPMENT SERVICES

9590 9402 6893 1104 4930 35

2. Article Number *(Transfer from service label)*
7020 0640 0000 1639 5072

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Mail
Mail Restricted Delivery
00)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 RJ 000049 Domestic Return Receipt

Parcel: 765-02244-000
Previous Parcel: 136143-000-00
As of: 6/10/2022 9:47:38 PM

ID: 36515

Washington County Report

Property Owner

Name: SCHARFENBERG, LEROY H

Mailing Address: 2860 E WYMAN RD
FAYETTEVILLE, AR 72701-4648

Type: (RI) Res. Improv.

Tax District: (011) FAYETTEVILLE SCH, FAY

Millage Rate: 57.95

Property Information

Physical Address: 2860 E WYMAN RD

Subdivision: ANDERSON FARM PLAT

Block/Lot: N/A / N/A

S-T-R: 13-16-30

Size (Acres): N/A

Legal: PT LOTS 9 & 10 13-16-30 1.21 A.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	110,500	22,100	10,400
Building	23,800	4,760	4,760
Totals	**134,300**	**26,860**	**15,160**

Taxes

Estimated Taxes:	504
Homestead Credit:	375

Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
N/A	1.000	House Lot
N/A	0.210	Acres
Total	**1.21**	

Deed Transfers

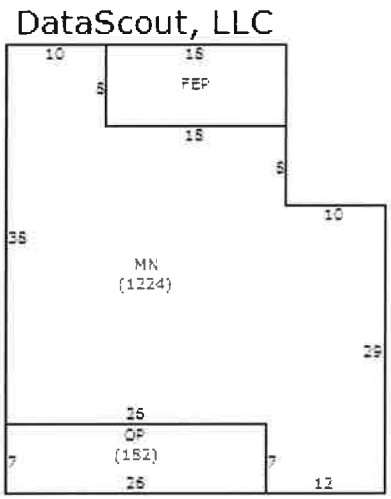
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	9/21/1998	98	86436	Quit Claim	0.00	$0	SCHARFENBERG, LEROY H	Inc. Additional Prop.	Improved
	1/30/1987	1212	232	Warr. Deed	39.60	$36,000	SCHARFENBERG, LEROY H & LORI J	Additional Properties	Improved
	6/14/1984	1111	719	Warr. Deed	0.00	$0	WILKINSON, JAMES & BEATRICE	N/A	N/A

Details for Residential Card 1

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE+	Frame Siding Std.	1616	5	79	1941	Poor	N/A

Exterior Wall:	SDNG/SHETH	**Plumbing:**	**Full:** 1 **Half:** N/A
Foundation:	Closed Piers	**Fireplace:**	**Type:** N/A **Qty:** 0
Floor Struct:	Wood with subfloor	**Heat/Cool:**	None
Floor Cover:	Carpet & Tile	**Basement:**	N/A
Insulation:	Ceilings	**Basement Area:**	N/A
Roof Cover:	Asphalt Shingle	**Year Remodeled:**	N/A
Roof type:	Gable	**Style:**	N/A



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1224
B	OP	Porch, open	182
C	FEP	Frame enclosed porch	144
D	1+	1+, Upper Level	392

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Garage - frame unfinished, detach	N/A	22 x 20	1	N/A	N/A
Pole Shed	N/A	18 x 20	N/A	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2021	134,300.00	15,160.00

Tax Year	Total Value	Total Assessed
2020	134,300.00	15,160.00
2019	75,800.00	15,160.00
2018	75,800.00	15,160.00
2017	75,800.00	15,160.00
2016	75,800.00	15,160.00
2015	75,800.00	14,879.00

Not a Legal Document

Subject to terms and conditions

www.actDataScout.com


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

Budget Year	Division /Org2	Adjustment Number
2022	BUILDING SAFETY (640)	
	Requestor: Billy Bryant	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Budget adjustment of $17,800.00 requested for raze and removal of dilapidated structure located at 2860 E. Wyman Rd.

COUNCIL DATE: 7/5/2022

LEGISTAR FILE ID#: **2022-0557**

Holly Black
6/16/2022 2:05 PM

Budget Director Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE: **7/5/2022**

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.20220516

TOTAL	17,800	17,800				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.640.6400-5315.04	17,800	-	50033	2202	EX	Contract Services - Raze and Removals
1010.001.0001-4999.99	-	17,800			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2022-279

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Kit Williams, City Attorney

FROM: Blake Pennington, Assistant City Attorney

DATE: January 4, 2023

SUBJECT: **AMEND 130.39 GRAFFITI:**

RECOMMENDATION:

BACKGROUND:
Council Member Turk has sponsored an item to amend §130.39 Graffiti of the Fayetteville Code to create a graffiti abatement program.

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Amend 130.39 Graffiti, EXHIBIT A - 120622 ADDITIONAL INFORMATION HAND OUT 2022-1051, ORD REPEAL §130.39 GRAFFITI ENACT NEW

Legistar ID No.: 2022-1057

AGENDA REQUEST FORM

FOR: Council Meeting of December 6, 2022

FROM: Council Member Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND §130.39 **GRAFFITI** IN THE *FAYETTEVILLE CODE* TO CREATE A GRAFFITI ABATEMENT PROGRAM

APPROVED FOR AGENDA:

Just A. Turk

City Council Member
Teresa Turk

11/10/22
Date

Asst. City Attorney Blake Pennington
Approved as to form

11/14/22
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §130.39 **GRAFFITI** IN THE *FAYETTEVILLE CODE* TO CREATE A GRAFFITI ABATEMENT PROGRAM

WHEREAS, the existence of graffiti on buildings, structures, such as fences or walls, or utility poles or boxes, located upon public or privately owned property viewable from a public or quasi-public place within the city is detrimental to property values, degrades the community, causes an increase in crime, is inconsistent with the city's property maintenance and aesthetic standards, and is a nuisance; and

WHEREAS, establishing a graffiti abatement program will enable the City to remove graffiti from public and privately owned property in addition to other remedies available to the City and to property owners.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals §130.39 **Graffiti** of the *Fayetteville Code* in its entirety and enacts a new §130.39 **Graffiti** as shown in Exhibit A attached hereto and made a part hereof.

PASSED and **APPROVED** this 6th day of December, 2022.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

130.39 - Graffiti

(A) *Definitions.*

(1) Graffiti: For purposes of this section, the term "graffiti" shall mean any inscription, word, figure, design, symbol or insignia which is marked, etched, scratched, drawn, painted or otherwise affixed to or placed upon public or private property located within the city to the extent that the same is not approved by the owner.

(2) Quasi-public place: Any place, privately owned, but to which the public is invited, which shall include, but is limited to, the following: commercial, industrial and business properties, stores, restaurants, bars, retail business establishments, multi-family housing complexes containing 24 units of more, and their adjoining or related parking areas.

(B) *Unlawful to Apply Graffiti; Penalty.* It shall be unlawful for any person to apply graffiti upon any public and privately owned structure located on public or privately owned real property within the city. Nothing contained herein shall prevent the city from pursuing any other remedy available for redress of any damage or injury caused by the action of any such person.

(C) *Declaration of graffiti as unsightly and a nuisance.* The existence of graffiti on buildings, structures, such as fences or walls, or utility poles or boxes, located upon public or privately owned property viewable from a public or quasi-public place within the city is detrimental to property values, degrades the community, causes an increase in crime, is inconsistent with the city's property maintenance and aesthetic standards, and is declared to be a nuisance.

(D) *Right of city to remove*

(1) Whenever the city becomes aware, or is notified and determines that graffiti is so located on the exterior of a building or structure (including fences and walls), or utility box or pole, on public or privately owned property viewable from a public or quasi-public place within the city, the city shall be authorized to use public funds for the removal of graffiti from the entire exterior of the building or structure affected, or for the painting of graffiti from the entire exterior of the building affected, but shall not authorize or undertake to provide for the painting of any more extensive area than where the graffiti is located, unless the City determines that a more extensive area is required to be repainted in order to avoid an aesthetic disfigurement to the neighborhood or community.

(2) All incidents of graffiti should be reported to the Police Department, who may investigate the crime and notify the owner of the property or the property owner's agent and/or any leasehold tenant or utility company, concerning the city's graffiti removal program. The Police Department may also provide information on how to contact the appropriate division or department for the removal of the graffiti. The Police Department may also notify the appropriate division or department of the exact location of the graffiti and the name of the person to be contacted. In the event the owner

of the property or the property owner's agent and/or leasehold tenant or utility company cannot be reached after a period of two (2) business days since receiving the complaint, the city will then have the right to enter upon private property to the extent necessary to take corrective action.

(3) Upon notification by the Police Department concerning the necessity to remove the graffiti, the city may make contact with the owner of the property or the property owner's agent, and/or any leasehold tenant and request that they sign a graffiti abatement identification and permission form allowing the city to enter on the property and remove the graffiti. The document will release the city, its officers, agents, and employees of and from any and all liability, claims, demands, causes of action, or obligations of whatsoever arising out of or in any way related to entry upon the property and for the removal of the graffiti. In the event the owner of the property or the property owner's agent and/or leasehold tenant or utility company cannot be reached after a period of two (2) business days since receiving the complaint and after contact has been attempted, the city will then have the right to enter upon private property to the extent necessary to take corrective action.

(4) In the event the owner of the property or the property owner's agent, and/or any leasehold tenant refuses to sign the document which authorizes the city to remove the graffiti, the city may give or cause to be given notice to the owner of the property or the property owner's agent, and/or any leasehold tenant, to take corrective action and remove the graffiti from the property within two (2) business days from the date the notice is served. If the graffiti is not removed within two (2) business days after receipt of notice, then the city shall have the right to enter upon private property to the extent necessary to take corrective action to abate the nuisance.

(5) In the event that graffiti is discovered and reported on private property such as buildings, structures, fences, walls, or utility poles/boxes, and after thorough documentation by the city, where it is not reasonable to find the property owner or the property owner's agent and/or leasehold tenant or utility company, or in cases where immediate removal of graffiti is deemed necessary (due to profanity, location, etc.), and since removal of graffiti in a timely manner is necessary, the city will then have the right to enter upon private property to the extent necessary to take corrective action.

(6) In any case in which the city enters upon private property for the removal of graffiti without actual notice to the owner of the property or the property owner's agent and/or leasehold tenant, the city shall post a notice upon the front of the residence regarding the actions taken by the city to abate the nuisance.

(E) *Other remedies available to the city.* This section does not preclude the city from seeking the removal of graffiti through other available remedies, including those under the Arkansas criminal mischief statutes and the *International Property Maintenance Code*.

EXHIBIT A

D 2
Additional Information received during 12/6/22 City Council meeting

130.39 - Graffiti

(A) *Definitions.*

(1) Graffiti: For purposes of this section, the term "graffiti" shall mean any inscription, word, figure, design, symbol or insignia which is marked, etched, scratched, drawn, painted or otherwise affixed to or placed upon any public right-of-way or public or private property located within the City to the extent that the same is not approved by the owner, owner's agent, or leasehold tenant.

(2) Quasi-public place: Any place, privately owned, but to which the public is invited, which shall include, but is not limited to, the following: commercial, industrial and business properties, stores, restaurants, bars, retail business establishments, multi-family housing complexes containing 24 units or more, and their adjoining or related parking areas.

(B) *Unlawful to apply graffiti.* It shall be unlawful for any person to apply graffiti upon any right-of-way or upon any public or privately owned structure located on public right-of-way or public or privately owned real property within the City. Nothing contained herein shall prevent the city from pursuing any other remedy available for redress of any damage or injury caused by the action of any such person.

(C) *Declaration of graffiti as unsightly and a nuisance.* The existence of graffiti on buildings, structures, such as fences or walls, or utility poles or boxes, located upon public right-of-way or public or privately owned property viewable from a public right-of-way or public or quasi-public place within the City is detrimental to property values, degrades the community, causes an increase in crime, is inconsistent with the City's property maintenance and aesthetic standards, and is declared to be a nuisance.

(D) *Right of city to remove graffiti.*

(1) Whenever the city becomes aware or is notified and determines that graffiti is located on the exterior of a building or structure (including fences and walls), or utility box or pole, on public right-of-way or on public or privately owned property viewable from a public, quasi-public place, or public right-of-way within the City, the City shall be authorized to use public funds for the removal of graffiti from the entire exterior of the building or structure affected, or for the painting over of graffiti from the entire exterior of the building affected.

(2) All incidents of graffiti should be reported to the Police Department, who may investigate the crime and notify the owner of the property or the property owner's agent and/or any leasehold tenant or utility company, concerning the City's graffiti removal program. The Police Department may also provide information on how to contact the appropriate division or

department for the removal of the graffiti. The Police Department may also notify the appropriate division or department of the exact location of the graffiti and the name of the person to be contacted.

(3) Upon notification by the Police Department concerning the necessity to remove the graffiti, the City should contact the owner of the property or the property owner's agent, and/or any leasehold tenant and request that they sign a graffiti abatement identification and permission form allowing the City to enter on the property and remove the graffiti.

(4) In the event the City verifies that the owner of the property or the property owner's agent, and/or any leasehold tenant has not approved the graffiti but refuses to sign the document which authorizes the City to remove the graffiti, the City should give or cause to be given notice to the owner of the property or the property owner's agent, and/or any leasehold tenant to take corrective action and remove the graffiti from the property within two (2) business days from the date the notice is served. If the graffiti is not removed within two (2) business days after service of notice, and the owner, tenant or their agent has not filed a written objection to the removal of the graffiti with the City Clerk within two business days after notice, then the City shall have the right to enter upon private property to the extent necessary to take corrective action to abate the nuisance.

(5) If the owner, tenant, or their agent has filed a written objection to the City's removal of the graffiti including accurate contact information within two (2) business days with the City Clerk, the Chief of Staff or designee shall hold a due process hearing within a week after attempted notice to the appellant using the provided accurate contact information. The Chief of Staff or designee shall inform the appellant of the reasons for the planned graffiti removal during the due process hearing and give the appellant an opportunity to respond and justify the non-removal of the suspected graffiti.

(E) *Other remedies available to the City.* This section does not preclude the city from seeking the removal of graffiti through other available remedies, including those under the Arkansas criminal mischief statutes and the *International Property Maintenance Code*.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §130.39 **GRAFFITI** IN THE *FAYETTEVILLE CODE* TO CREATE A GRAFFITI ABATEMENT PROGRAM

WHEREAS, the existence of graffiti on buildings, structures, such as fences or walls, or utility poles or boxes, located upon public or privately owned property viewable from a public or quasi-public place within the city is detrimental to property values, degrades the community, causes an increase in crime, is inconsistent with the city's property maintenance and aesthetic standards, and is a nuisance; and

WHEREAS, establishing a graffiti abatement program will enable the City to remove graffiti from public and privately owned property in addition to other remedies available to the City and to property owners.

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Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals §130.39 **Graffiti** of the *Fayetteville Code* in its entirety and enacts a new §130.39 **Graffiti** as shown in Exhibit A attached hereto and made a part hereof.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2022-262

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

DATE: January 20, 2023

SUBJECT: **VAC 22-024 (RAZORBACK RD. MAPLE ST., ETC.):**

RECOMMENDATION:

BACKGROUND:
The subject property includes 6.54 acres of right-of-way spread along portions of seven public streets adjacent to University of Arkansas Property (see attached survey). Most prominently, the right-of-way includes:

- Arts District: Three separate areas of right-of-way behind street curbs on the north, west, and east borders of the new Arts District, along W. Martin Luther King Jr. Boulevard, S. Hill Avenue, and S. LT. Col. Leroy Pond Avenue.
- Former Highway 112: Multiple areas of right-of-way behind the curb along both the east and west sides of Razorback Road, north and south sides of W. Maple Street, and east and west sides of Garland Avenue.
- Cleveland Street: Two areas of right-of-way along the south side of W. Cleveland Street, between N. Lindell Avenue to the east and N. Razorback Road to the west.

Given the large number of properties associated with the right-of-way, adjacent zoning district information is not provided. All properties adjacent to the request are owned by the University of Arkansas with uses varying from parking and athletic facilities to housing and classrooms. A similar proposal was heard by the Planning Commission in late 2021, but was tabled indefinitely at the applicant's request to allow time to coordinate with the City Attorney's office. The applicant is bringing back a new request, with an additional portion of right-of-way for consideration.

Proposal: The applicant proposes to vacate 18 separate pieces of public right of way totaling 6.54 acres along seven streets. In turn, a dedication of right-of-way totaling 1.43 acres is proposed along Razorback Road and between W. Nolan Richardson Drive to the south and W. Maple Street to the north. With this request, the applicant noted in their letter that existing utilities will be protected through easement dedication. Additionally, the applicant asserts that vacating the right-of-way will remove current and future sections of Senior Walk, landscaping, lights, and trees from the City's responsibility.

DISCUSSION:
At the December 12, 2022 Planning Commission meeting, Commissioners voted to forward the item to City Council with a recommendation of approval, with a vote of 8-0-0. Commissioner Garlock made the motion, and

Commissioner Winston seconded. Finding that the conditions of approval covered previous concerns about pedestrian access and maintenance, Commissioners found the request to vacate the right-of-way to be acceptable. No public comment was offered on the item.

City staff and Planning Commission recommend approval of VAC-2022-0024 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Easements shall be dedicated for any existing facilities associated with this right-of-way vacation request, with review and coordination by the applicant with the utility provider, including the client properly identifying utilities in the field by means of surveying, pot holing, and coordinating with representatives.
2. Adequate accommodation for pedestrian access must be maintained whether through easement or agreement.
3. The applicant must dedicate right-of-way to the back of curb in any areas where right of way does not currently exist
4. The applicant must dedicate a pedestrian access easement to the existing back of sidewalk or master street plan right of way in areas where sidewalk does not currently exist.
5. Signal poles and appurtenances must remain in the right-of-way, or an easement be dedicated over the areas where poles and appurtenances are located.
6. Drainage easements must be dedicated in areas of existing drainage facilities.
7. An agreement will need to be developed establishing responsibility (or lack thereof) for repairs to non-typical features behind the curb due to maintenance, installation, and repair of any city facilities located within vacated rights of way, including drainage facilities and water/sewer lines. The City will not be responsible for maintenance or repair of anything except a standard sidewalk.
8. Any damage or relocation of existing facilities will be at the property owner/developer's expense.
9. All easements and agreements required as a condition of this vacation shall be reviewed by the City and signed by the Mayor.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Applicant Request Letter, Petition to vacate, Survey, Planning Commission Staff Report, VAC - 22-024 RAZORBACK-MAPLE-GARLAND-CLEVELAND-HILL -RIGHT OF WAY

City of Fayetteville Staff Review Form

2022-0262

Legistar File ID

1/3/2022

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

Jonathan Curth	12/16/2022	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2022-0024: Vacation (RAZORBACK RD., MLK BLVD., MAPLE ST., GARLAND AVE., CLEVELAND ST., HILL AVE., & LT. COL. LEROY POND AVE./UA-ARTS ROW VACATION, 482/521/522): Submitted by DCI for portions of right-of-way located along Razorback Rd./Maple St./Garland Ave/Cleveland St./Hill Ave./MLK Blvd./Lt. Col. Leroy Pond Ave in WARDS 1 and 2. The rights-of-way are within or adjacent to property belonging to the University of Arkansas. The request is to vacate portions of existing street rights of way totaling approximately 6.54 acres.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	$ -
		Funds Obligated	$ -
		Current Balance	$ -
Does item have a cost?	No	Item Cost	$ -
Budget Adjustment Attached?	No	Budget Adjustment	$ -
		Remaining Budget	$ -

V20210527

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

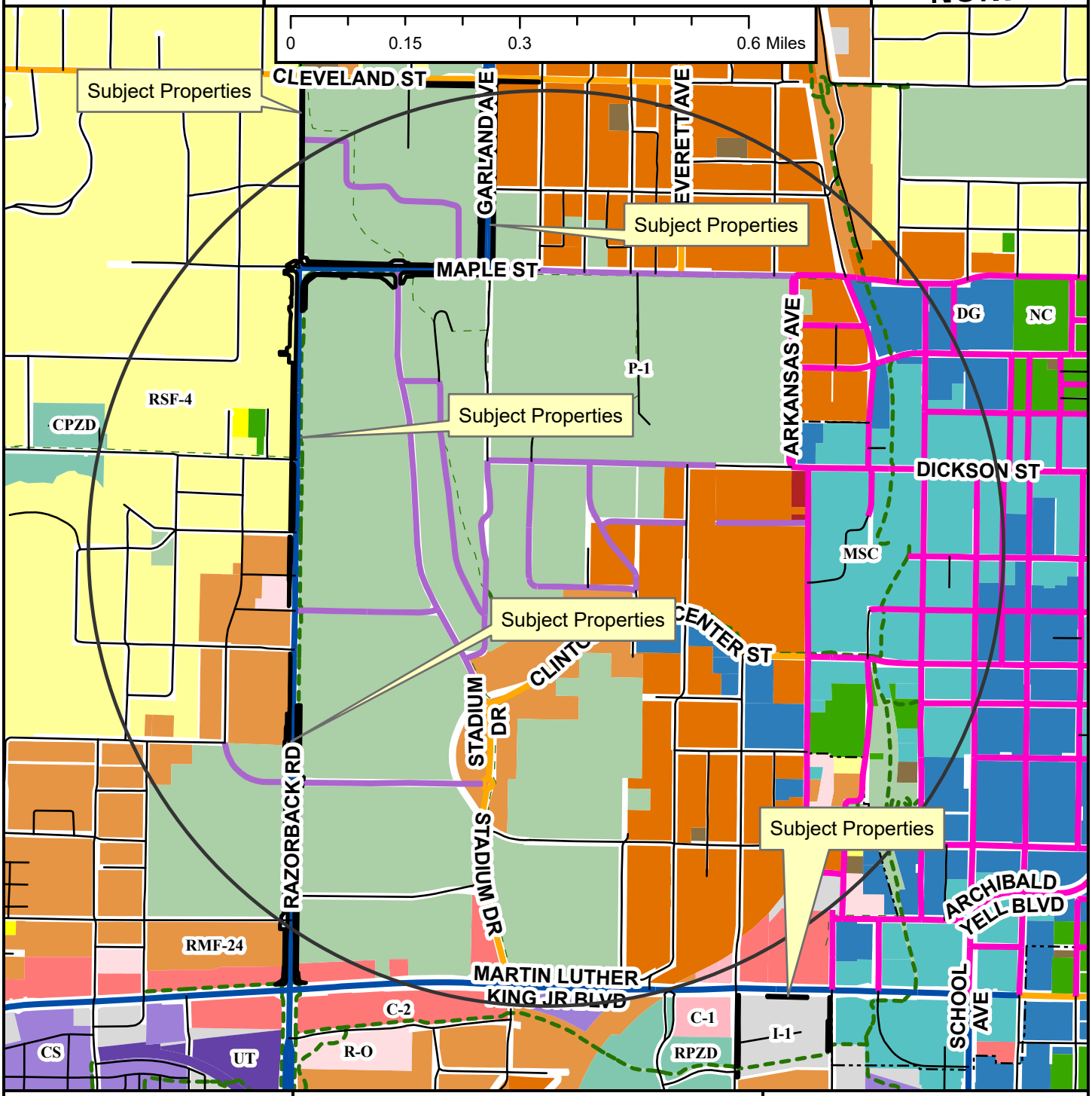
Comments:

VAC-2022-0024

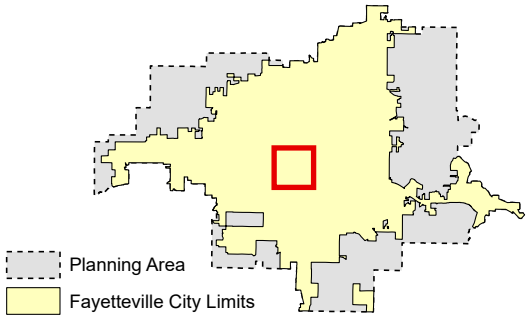
One Mile View

521 S. RAZORBACK RD

NORTH



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G, RI-U, RI-12, NS-L, Residential-Agricultural, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6, RMF-12, RMF-18, RMF-24, RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial, I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office, C-1, C-2, C-3

FORM BASED DISTRICTS
Downtown Core, Urban Thoroughfare, Main Street Center, Downtown General, Community Services, Neighborhood Services, Neighborhood Conservation

PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

EXHIBIT 'B'
VAC-2022-0024

ROW Vacation Description

#1

Part of the NE1/4 NW1/4 of Section 21, Township 16 North, Range 30 West, City of Fayetteville, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 NW1/4; Thence S 60°00'27" E, a distance of 525.14 feet to the Easterly right of way line of Hill Avenue and the Point of Beginning; Thence S 02°40'45" W along the Easterly right of way line of said Hill Avenue, a distance of 36.68 feet; Thence S 82°20'08" W, a distance of 11.08 feet to a point on the Easterly back of curb line of Hill Avenue; Thence N 02°52'05" E along the said Easterly back of curb line, a distance of 36.70 feet; Thence N 82°20'08" E, a distance of 10.96 feet to the Point of Beginning, containing 0.01 acres more or less.

#2

Part of the NE1/4 NW1/4 of Section 21 and part of the SE1/4 SW1/4 of Section 16 all in Township 16 North, Range 30 West, City of Fayetteville, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 NW1/4; Thence S 64°05'15" E, a distance of 507.77 feet to a point on the Easterly right of way line of Hill Avenue and the Point of Beginning; Thence S 82°20'08" W, a distance of 10.82 feet to a point on the Easterly back of curb line of said Hill Avenue; Thence N 02°52'05" E along the said Easterly back of curb line, a distance of 132.06 feet; Thence N 02°41'12" E along the said Easterly back of curb line, a distance of 362.61 feet; Thence S 87°10'32" E, a distance of 6.48 feet to the Easterly right of way line of said Hill Avenue; Thence along the Easterly right of way line of said Hill Avenue the following three courses: S 02°32'37" W, a distance of 184.79 feet; S 01°43'05" W, a distance of 193.23 feet; S 02°40'45" W, a distance of 114.72 feet to the Point of Beginning, containing 0.09 acres more or less.

#3

Part of the SE1/4 SW1/4 of Section 16, Township 16 North, Range 30 West, City of Fayetteville, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the NE1/4 NW1/4 of Section 21. Thence N 68°47'51" E, a distance of 718.90 feet to a point of the Southerly right of way line of M.L.K. JR Boulevard; Thence S 86°32'38" E, a distance of 277.65 feet to a point on the Southerly right of way line of M.L.K. JR Boulevard; Thence along the Southerly right of way line of M.L.K. JR Boulevard the following three courses: S 03°27'22" W, a distance of 10.00

feet; N 86°32'38" W, a distance of 277.52 feet; N 02°42'49" E, a distance of 10.00 feet to the Point of Beginning, containing 0.06 acres more or less.

#4

Part of the NE1/4 NW1/4 of Section 21 and part of the SE1/4 SW1/4 of Section 16 all in Township 16 North, Range 30 West, City of Fayetteville, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 NW1/4; Thence N 77°59'30" E, a distance of 1124.85 feet the intersection of the Southerly right of way line of M.L.K. JR Boulevard and the Westerly right of way line of Government Avenue and the Point of Beginning; Thence S 86°32'38" E, a distance of 8.00 feet to a point on the Westerly back of curb line of said Government Avenue; Thence S 02°28'13" W along the said Westerly back of curb line, a distance of 370.23 feet; Thence S 82°19'51" W, a distance of 19.56 feet to the Westerly right of way line of said Government Avenue; Thence along the Westerly right of way line of said Government Avenue the following three courses: N 02°31'09" E, a distance of 208.36 feet; S 87°04'21" E, a distance of 11.07 feet; N 02°28'13" E, a distance of 165.53 feet to the Point of Beginning, containing 0.13 acres more or less.

#5

Part of the SE1/4 of Section 8 and part of the NE1/4 NE1/4 of Section 17 all in Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the SE corner of said Section 8; Thence N 02°53'25" E along the East line of said Section 8, a distance of 1260.95 feet; Thence N 87°09'15" W, a distance of 117.56 feet to a point on the Southerly right of way line of Clevland Street and the Point of Beginning; Thence along the Southerly right of way line of said Clevland Street the following bearings and distances: N 87°09'15" W, a distance of 478.83 feet; N 02°50'45" E, a distance of 12.44 feet; N 87°09'15" W, a distance of 715.54 feet to a point on the proposed Southerly back of curb line of said Clevland Street; Thence along the Southerly back of curb line of said Clevland Street the following bearings and distance: Northeasterly along a 29.50 feet radius curve to the right, thru a central angle of 57°21’17", for a distance of 29.53 feet, said curve having a chord bearing of N 63°53’14" E, and distance of 28.31 feet; S 87°26'07" E, a distance of 805.77 feet to the beginning of a circular curve to the right; Southeasterly along a 5.00 feet radius curve to the right, thru a central angle of 90°00'00", for a distance of 7.85 feet, said curve having a chord bearing of S 42°26'07" E, and distance of 7.07 feet; S 02°33'53" W, a distance of 6.83 feet; S 87°26'07" E, a distance of 386.19 feet to the beginning of a circular curve

to the right, said point being at the intersection of the Southerly back of curb line of said Clevland Street and the Westerly back of curb line of Garland Avenue; Thence along the Westerly back of curb line of said Garland Avenue the following bearings and distances: Southeasterly along a 37.50 feet radius curve to the right, thru a central angle of 89°49'41", for a distance of 58.79 feet, said curve having a chord bearing of S 42°31'16" E, and distance of 52.95 feet; Thence S 02°23'34" W, a distance of 736.30 feet; Thence S 03°10'11" W, a distance of 391.26 feet; Thence S 03°10'11" W, a distance of 61.13 feet to the beginning of a circular curve to the right at the intersection of the Westerly back of curb line of said Garland Avenue and the Northerly back of curb line of West Maple Street; Thence along the Northerly back of curb line of said West Maple Street the following bearings and distances: Southwesterly along a 39.50 feet radius curve to the right, thru a central angle of 89°20'08", for a distance of 61.59 feet, said curve having a chord bearing of S 47°50'15" W, and distance of 55.54 feet; N 87°29'41" W, a distance of 1184.55 feet to the beginning of a circular curve to the right at the intersection of the Northerly back of curb line of said West Maple Street and the Easterly back of curb line of Razorback Road; Thence along the Easterly back of curb line of said Razorback road the following bearings and distances: Northwesterly along a 30.00 feet radius curve to the right, thru a central angle of 89°59'12", for a distance of 47.12 feet, said curve having a chord bearing of N 42°30'05" W, and distance of 42.42 feet; N 02°29'30" E, a distance of 20.32 feet; Thence leaving the Easterly back of curb line of said Razorback Road and along the Northerly right of way line of said West Maple Street the following bearings and distance: S 87°16'56" E, a distance of 36.71 feet; S 32°16'27" E, a distance of 12.21 feet; S 02°43'04" W, a distance of 15.00 feet; S 85°50'33" E, a distance of 196.14 feet; S 86°17'43" E, a distance of 367.01 feet; N 58°48'06" E, a distance of 43.32 feet; S 87°56'08" E, a distance of 61.00 feet; S 53°43'12" E, a distance of 30.23 feet; S 87°56'08" E, a distance of 15.00 feet; S 02°03'52" W, a distance of 10.00 feet; S 87°56'08" E, a distance of 128.00 feet; S 80°44'15" E, a distance of 27.21 feet; S 87°49'55" E, a distance of 27.57 feet; N 02°03'52" E, a distance of 10.46 feet; S 87°56'08" E, a distance of 141.43 feet; S 78°00'34" E, a distance of 29.74 feet; S 87°43'15" E, a distance of 93.43 feet to the intersection of the Northerly right of way line of said West Maple Street and the Westerly right of way line of said Garland Avenue; Thence along the Westerly right of way line of said Garland Avenue the following bearings and distances: N 51°46'34" E, a distance of 53.54 feet; N 08°37'03" E, a distance of 7.95 feet; N 03°14'28" E, a distance of 238.68 feet; N 41°45'32" W, a distance of 6.15 feet; N 03°14'28" E, a distance of 77.00 feet; N 48°14'28" E, a distance of 6.15 feet; N 03°14'28" E, a distance of 136.61 feet; N 02°31'16" E, a distance of 701.38 feet; N 58°12'33" W, a distance of 51.84 feet to the Point of Beginning, containing 1.67 Acres more or less.

#6

Part of the SW1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said Section 9; Thence N 74°45'30" E, a distance of 95.94 feet to a point lying on the Northerly right of way line of West Maple Street and the Point of Beginning; Thence S 03°06'30" W, a distance of 9.11 feet to the intersection of the Northerly back of curb line of said West Maple Street and the Easterly back of curb line of Garland Avenue; Thence along the Easterly back of curb line of said Garland Avenue the following bearings and distances: N 86°53'30" W, a distance of 36.05 feet to the beginning of a circular curve to the right; Northwesterly along a 39.50 feet radius curve to the right, thru a central angle of 90°03'41", for a distance of 62.09 feet, said curve having a chord bearing of N 41°51'40" W, and distance of 55.89 feet; N 03°10'11" E, a distance of 65.85 feet; N 03°10'11" E, a distance of 381.32 feet; N 02°23'34" E, a distance of 10.44 feet; Northeasterly along a 19.50 feet radius curve to the right, thru a central angle of 51°14'11", for a distance of 17.44 feet, said curve having a chord bearing of N 28°00'40" E, and distance of 16.86 feet; Thence leaving the Easterly back of curb line of said Garland Avenue and along the Easterly right of way line of said Garland Avenue, S 02°53'25" W, a distance of 465.30 feet to the intersection of the Easterly right of way line of said Garland Avenue and the Northerly right of way line of aforesaid West Maple Street; Thence along the Northerly right of way line of said West Maple Street the following bearings and distances: S 42°55'49" E, a distance of 43.49 feet; S 74°15'21" E, a distance of 35.89 feet to the Point of Beginning, containing 0.12 Acres more or less.

#7

Part of the SW1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said Section 9; Thence N 02°53'25" E along the West line of said Section 9, a distance of 1297.88 feet; Thence S 87°06'35" E, a distance of 44.78 feet to the intersection of the Southerly right of way line of Clevland Street and the Easterly right of way line of Garland Avenue and the Point of Beginning; Thence along the Easterly right of way line of said Garland Avenue the following bearings and distances: S 48°20'03" W, a distance of 27.69 feet; S 02°53'40" W, a distance of 707.66 feet to the Easterly back of curb line of said Garland Avenue; Thence along the Easterly back of curb line of said Garland Avenue the following bearings and distances: Northwesterly along a 19.50 feet radius curve to the right, thru a central angle of 52°26'46", for a distance of 17.85 feet, said curve having a chord bearing of N 23°49'49" W, and distance of 17.23 feet; N 02°23'34" E, a distance of 250.85 feet; Thence leaving the Easterly back of curb line of said Garland Avenue N 02°23'34" E, a distance of 209.31 feet to a point on the Easterly back of curb line of said Garland Avenue; Thence N 02°23'34" E along the Easterly back of curb line of said Garland Avenue, a distance of 229.09 feet to the intersection of the Easterly back of curb line of said Garland Avenue and the Southerly back of curb line of aforesaid Clevland Street and the beginning of a circular curve to the right; Thence along the Southerly right of way line of said Clevland Street the following bearings and distances: Northeasterly along a 31.50 feet radius curve to the right, thru a central angle of 91°00'58", for a distance of 50.04 feet, said curve having a chord bearing of N 47°54'03" E, and distance of 44.94 feet; S 86°35'28" E, a distance of 276.96 feet; Thence leaving the Southerly back of curb line of

said Clevland Street, S 02°53'25" W, a distance of 6.72 feet to a point lying on the Southerly right of way line of said Clevland Street; Thence N 87°07'28" W along the Southerly right of way line of said Clevland Street, a distance of 275.22 feet to the Point of Beginning, containing 0.24 Acres more or less.

#8

Part of the NE1/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of said Section 17; Thence S 02°41'08" W along the East line of said Section 17, a distance of 44.57 feet to a point lying on the Southerly right of way line of West Maple Street and the Point of Beginning; Thence along the Southerly right of way line of said West Maple Street the following bearings and distances: N 87°56'08" W, a distance of 529.41 feet; S 02°03'52" W, a distance of 10.00 feet; N 87°56'08" W, a distance of 45.09 feet; S 29°02'41" W, a distance of 50.50 feet; S 79°37'29" W, a distance of 17.72 feet to the Easterly back of curb line of Stadium Drive; Thence N 02°37'28" E along the Easterly back of curb line of said Stadium Drive, a distance of 49.69 feet to the beginning of a circular curve to the right at the intersection of the Easterly back of curb line of said Stadium Drive and the Southerly back of curb line of West maple Street; Thence along the Southerly back of curb line of said West Maple Street the following bearings and distances: Northeasterly along a 30.00 feet radius curve to the right, thru a central angle of 89°52'51", for a distance of 47.06 feet, said curve having a chord bearing of N 47°33'53" E, and distance of 42.38 feet; S 87°29'41" E, a distance of 584.19 feet; S 02°41'08" W, a distance of 16.09 feet to the Point of Beginning, containing 0.31 Acres more or less.

#9

Part of the NE1/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NW of the said NE1/4 NE1/4; Thence S 02°43'18" W along the West line of said NE1/4 NE1/4, a distance of 309.18 feet; Thence S 87°16'42" E, a distance of 23.76 feet to a point lying on the Easterly right of way line of Razorback Road and the Easterly back of curb line of said Razorback Road and the Point of Beginning; Thence N 02°58'57" E along the Easterly back of curb line of said Razorback Road, a distance of 160.23 feet to the beginning of a circular curve to the right at the intersection of the Easterly back of curb line of said Razorback Road and the Southerly back of curb line of West Maple Street; Thence Northeasterly along the Southerly back of curb line of said West Maple Street along a 100.00 feet radius curve to the right, thru a central angle of 89°31'22", for a distance of 156.25 feet, said curve having a chord bearing of N 47°44'38" E, and distance of 140.83 feet; Thence S 87°29'41" E along the Southerly back of curb line of said West Maple Street, a distance of 514.79 feet to the

beginning of a circular curve to the right at the intersection of the Southerly back of curb line of said West Maple Street and the Westerly back of curb line of Stadium Drive; Thence Southeasterly along the Westerly back of curb line of said Stadium Drive along a 30.00 feet radius curve to the right, thru a central angle of 90°07'09", for a distance of 47.19 feet, said curve having a chord bearing of S 42°26'07" E, and distance of 42.47 feet; Thence S 02°37'28" W along the Westerly back of curb line of said Stadium Drive, a distance of 57.35 feet to a point lying on the Southerly right of way line of said West Maple Street; Thence along the Southerly right of way line of said West Maple Street the following bearings and distances: S 79°37'29" W, a distance of 17.02 feet; N 43°37'28" W, a distance of 44.19 feet; N 43°37'28" W, a distance of 22.24 feet; N 54°03'02" W, a distance of 48.45 feet; N 85°43'19" W, a distance of 137.52 feet; N 71°49'55" W, a distance of 7.76 feet; N 86°45'54" W, a distance of 94.00 feet; S 03°14'11" W, a distance of 14.50 feet; N 86°45'49" W, a distance of 26.00 feet; Thence N 03°14'11" E, a distance of 14.50 feet; N 86°45'50" W, a distance of 178.59 feet; S 54°43'02" W, a distance of 69.92 feet; S 36°42'58" W, a distance of 24.53 feet to the intersection of the Southerly right of way line of said West Maple Street and the Easterly right of way line of said Razorback Road; Thence S 02°43'04" W along the Easterly right of way line of said Razorback Road, a distance of 168.40 feet; Thence S 57°28'29" W along the Easterly right of way line of said Razorback Road, a distance of 34.08 feet to the Point of Beginning, containing 0.43 Acres more or less.

#10

Part of the NE1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 SE1/4; Thence S 02°43'27" W along the West line of said NE1/4 SE1/4, a distance of 401.69 feet; Thence S 88°04'02" E, a distance of 19.28 feet to a point lying on the Easterly right of way line of Razorback Road and the Point of Beginning; Thence along the Easterly right of way line of said Razorback Road the following bearings and distances: S 88°04'02" E, a distance of 26.98 feet; S 02°34'31" W, a distance of 474.04 feet; S 47°17'49" E, a distance of 35.62 feet; S 07°31'38" W, a distance of 17.21 feet to a point lying on the Northerly back of curb line of Nolan Richardson Drive; Thence N 87°28'31" W along the Northerly back of curb line of said Nolan Richardson Drive, a distance of 17.76 feet to the beginning of a circular curve to the right at the intersection of the Northerly back of curb line of said Nolan Richardson Drive and the Easterly back of curb line of said Razorback Road; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: Northwesterly along a 29.00 feet radius curve to the right, thru a central angle of 90°07'05", for a distance of 45.61 feet, said curve having a chord bearing of N 42°24'59" W, and distance of 41.05 feet; N 02°38’34" E, a distance of 84.03 feet; N 02°30'46" E, a distance of 51.67 feet; N 00°20'35" E, a distance of 158.49 feet; N 02°30'46" E, a distance of 132.04 feet; N 02°54'25" E, a distance of 58.72 feet to the Point of Beginning, containing 0.30 Acres more or less.

#11

Part of the NE1/4 SE1/4 and part of the SE1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 SE1/4; Thence S 02°43'27" W along the West line of the said NE1/4 SE1/4, a distance of 990.51 feet; Thence S 87°16’33" E, a distance of 41.41 feet to a point lying on the Easterly right of way line of Razorback Road and the Point of Beginning; Thence along the Easterly right of way line of said Razorback Road the following bearings and distances: S 02°37'57" W, a distance of 191.59 feet; S 02°37'57" W, a distance of 503.00 feet; S 32°48'03" E, a distance of 15.96 feet; S 02°37'57" W, a distance of 40.50 feet; N 87°22'03" W, a distance of 8.46 feet; S 02°32'57" W, a distance of 201.50 feet; S 02°46'05" W, a distance of 308.48 feet; S 87°22'03" E, a distance of 9.23 feet; S 04°29'42" E, a distance of 54.63 feet; S 45°45'33" E, a distance of 15.96 feet; S 76°34'38" E, a distance of 36.68 feet; Thence S 88°32'28" W, a distance of 64.27 feet to the to the Easterly back of curb line of said Razorback Road and the beginning of a circular curve to the right; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: Northwesterly along a 40.00 feet radius curve to the right, thru a central angle of 51°46'46", for a distance of 36.15 feet, said curve having a chord bearing of N 23°14’49" W, and distance of 34.93 feet; N 02°38'34" E, a distance of 245.78 feet; N 00°39'11" E, a distance of 172.82 feet; N 02°38'34" E, a distance of 113.63; Thence leaving the Easterly back of curb line of said Razorback Road N 02°38'34" E, a distance of 86.00 feet to the Easterly back of curb line of said Razorback Road; Thence N 02°38'34" E along the Easterly back of curb line of said Razorback Road, a distance of 35.14 feet; Thence leaving the Easterly back of curb line of said Razorback Road N 02°38'34" E, a distance of 157.12 feet to a the Easterly back of curb line of said Razorback Road; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: N 02°38'34" E, a distance of 215.84; N 04°46'38" E, a distance of 161.08 feet; N 02°38'34" E, a distance of 125.51 feet to the beginning of a circular curve to the right; Northeasterly along a 34.50 feet radius curve to the right, thru a central angle of 89°52'55", for a distance of 54.12 feet, said curve having a chord bearing of N 47°35'01" E, and distance of 48.74 feet; S 87°28'31" E, a distance of 4.65 feet; Thence S 02°31'29" W, a distance of 17.24 feet to a point lying on the Southerly right of way line of Nolan Richardson Drive; Thence S 44°34'24" W along the Southerly right of way line of said Nolan Richardson Drive, a distance of 36.39 feet to the Point of Beginning, containing 0.64 Acres more or less.

#12

Part of the NW1/4 SE1/4 and part of the SW1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said NW1/4 SE1/4; Thence S 02°43’27" W, a distance of 954.57 feet; Thence N 87°21'26" W, a distance of 48.50 feet to a point lying on the Westerly right of way line of Razorback Road and the Point of Beginning; Thence along the Westerly right of way line of said Razorback Road the following bearings and distances: S 02°41'40" W, a distance of 885.85 feet; S 42°59'26" W, a distance of 26.15 feet; S 11°00'02" W, a distance of 60.47 feet; S 02°30'15" W, a distance of 30.08 feet; S 87°22'03" E, a distance of 31.00 feet; S 02°37'57" W, a distance of 240.00 feet; S 07°12'24" W, a distance of 75.24 feet; S 00°52'46" E, a distance of 13.61 feet; S 15°10'00" W, a distance of 23.86 feet; S 59°11'49" W, a distance of 60.93 feet; Thence N 88°32'28" E, a distance of 65.11 feet to the Westerly back of curb line of said Razorback Road; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 39.50 feet radius curve to the left, thru a central angle of 43°02'25", for a distance of 29.67 feet, said curve having a chord bearing of N 24°09'42" E, and distance of 28.98 feet; N 02°38'34" E, a distance of 256.33 feet; N 04°37'56" E, a distance of 172.82 feet; N 02°38'34" E, a distance of 607.73 feet; N 00°30'29" E, a distance of 161.08 feet; N 02°38'34" E, a distance of 126.25 feet; Northwesterly along a 33.50 feet radius curve to the left, thru a central angle of 49°41'15", for a distance of 29.05 feet, said curve having a chord bearing of N 22°12'04" W, and distance of 28.15 feet; Thence N 87°28'31" W, a distance of 7.18 feet to the Point of Beginning, containing 0.76 Acres more or less.

#13

Part of the NW1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said NW1/4 NE1/4; Thence S 02°43'27" W along the East line of the said NW1/4 NE1/4, a distance of 43.47 feet; Thence N 87°16'33" W, a distance of 30.92 feet to a point lying on the Westerly right of way line of Razorback Road and the Point of Beginning; Thence along the Westerly right of way line of said Razorback Road the following bearings and distances: S 02°05'15" W, a distance of 192.55 feet; S 02°56'28" W, a distance of 171.14 feet; S 02°56'28" W, a distance of 52.91 feet; N 87°22'08" W, a distance of 17.55 feet; S 02°37'57" W, a distance of 70.15 feet; Thence S 16°40'05" W, a distance of 28.86 feet; S 02°37'57" W, a distance of 82.00 feet; S 30°42'28" W, a distance of 17.53 feet; S 03°25'24" W, a distance of 50.00 feet; S 45°00'08" E, a distance of 21.57 feet; S 03°06'51" W, a distance of 163.01 feet; S 09°06'16" W, a distance of 24.47 feet; Thence S 87°28'31" E, a distance of 8.84 feet to the Westerly back of curb line of said Razorback Road and the beginning of a circular curve to the left; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 29.50 feet radius curve to the left, thru a central angle of 46°40'08", for a distance of 24.03 feet, said curve having a chord bearing of N 25°58'38" E, and distance of 23.37 feet; N 02°38'34" E, a distance of 83.71 feet; N 02°30'46" E, a distance of 51.61 feet; N 04°40'57" E, a distance of 158.48 feet; N 02°30'46" E, a distance of 132.20 feet; N 02°54'25" E, a distance of 380.29 feet; N 00°22'40" W, a distance of 25.69 feet to a circular curve to the left; Northwesterly along a 27.50 feet radius curve to the left, thru a central angle of

23°19'03", for a distance of 11.19 feet, said curve having a chord bearing of N 12°02'11" W, and distance of 11.11 feet to the Point of Beginning, containing 0.23 Acres more or less.

#14

Part of the SW/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said SW1/4 NE1/4; Thence S 02°35'17" W along the East line of the said SW1/4 NE1/4, a distance of 545.93 feet; Thence N 86°40’08" W, a distance of 42.18 feet to the Westerly right of way line of Razorback Road and the Point of Beginning; Thence along the Westerly right of way line of said Razorback Road the following bearings and distances: S 02°52'01" W, a distance of 302.22 feet; S 86°38'50" E, a distance of 3.21 feet; S 02°32'00" W, a distance of 179.59 feet to a point on the Westerly back of curb line of said Razorback Road and the beginning of a circular curve to the left; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 30.00 feet radius curve to the left, thru a central angle of 27°36'29", for a distance of 14.46 feet, said curve having a chord bearing of N 16°31'19" E, and distance of 14.32 feet; N 02°43'04" E, a distance of 9.68 feet; Thence leaving said Westerly back of curb line of said Razorback Road and along the proposed Westerly back of curb line of said Razorback Road the following bearings and distances: N 02°43'04" E, a distance of 85.06 feet; N 04°37’24" E, a distance of 214.63 feet; N 03°01’17" E, a distance of 140.19 feet to the beginning of a circular curve to the left on the Westerly back of curb line of said Razorback Road; Thence Northwesterly along the Westerly back of curb line of said Razorback Road along a 29.50 feet radius curve to the left, thru a central angle of 38°31’42", for a distance of 19.84 feet, said curve having a chord bearing of N 16°14’34" W, and distance of 19.47 feet; Thence N 86°40'08" W, a distance of 7.97 feet to the Point of Beginning, containing 0.11 Acres more or less.

#15

Part of the SW/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said SW1/4 NE1/4; Thence S 02°35'17" W along the West line of the said SW1/4 NE1/4, a distance of 31.42 feet; Thence N 87°24'43" W, a distance of 35.00 feet to a point lying on the Westerly right of way lien of Razorback Road and the Point of Beginning; Thence S 03°03'28" W along the Westerly right of way line of said Razorback Road, a distance of 469.02 feet; Thence S 86°40'08" E, a distance of 18.37 feet to the Westerly back of curb line of said Razorback Road and the beginning of a circular curve to the left; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 23.50 feet radius curve to the left, thru a central angle of 34°00’59", for a distance of 13.95

feet, said curve having a chord bearing of N 19°54’33" E, and distance of 13.75 feet; N 02°54'03" E, a distance of 417.63 feet; Thence N 02°40'22" E, a distance of 6.09 feet to the beginning of a circular curve to the left; Northwesterly along a 35.50 feet radius curve to the left, thru a central angle of 65°48'22", for a distance of 40.77 feet, said curve having a chord bearing of N 30°13'49" W, and distance of 38.57 feet to the Point of Beginning, containing 0.23 Acres more or less.

#16

Part of the NW/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said NW1/4 NE1/4; Thence S 02°43'18" W along the West line of the said NW1/4 NE1/4, a distance of 35.57 feet; Thence N 87°15'25" W, a distance of 98.42 feet to a point lying on the Westerly right of way line of Razorback Road and the Point of Beginning; Thence along the Westerly right of way line of Razorback Road the following bearings and distances: S 02°43'04" W, a distance of 16.99 feet; S 87°16'56" E, a distance of 23.00 feet; S 48°06'31" E, a distance of 34.83 feet; S 02°59'34" E, a distance of 40.20 feet; S 02°43'04" W, a distance of 83.09 feet; S 32°43'04" W, a distance of 22.48 feet; S 55°46'02" E, a distance of 8.49 feet; S 02°43'04" W, a distance of 58.00 feet; N 87°16'56" W, a distance of 15.00 feet; S 02°43'04" W, a distance of 20.00 feet; S 22°17'57" E, a distance of 33.11 feet; S 08°25'42" W, a distance of 60.30 feet; S 02°43'04" W, a distance of 164.00 feet; S 62°53'17" W, a distance of 23.05 feet; S 02°43'04" W, a distance of 26.97 feet; N 87°16'56" W, a distance of 49.00 feet; S 02°43'04" W, a distance of 20.56 feet; S 87°16'56" E, a distance of 64.00 feet; S 02°43'04" W, a distance of 52.51 feet; S 87°08’22" E, a distance of 26.12 feet; S 02°46'31" W, a distance of 668.51 feet; Thence S 87°12'53" E, a distance of 3.08 feet to the Westerly back of curb line of Razorback Road and the beginning of a circular curve to the left; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 32.50 feet radius curve to the left, thru a central angle of 63°06'05", for a distance of 35.79 feet, said curve having a chord bearing of N 34°13'24" E, and distance of 34.01 feet; N 02°40'22" E, a distance of 507.98 feet; N 02°58'57" E, a distance of 647.83 feet; N 02°58'57" E, a distance of 88.90 feet to the beginning of a circular curve to the left; Northwesterly along a 30.00 feet radius curve to the left, thru a central angle of 90°09'00", for a distance of 47.20 feet, said curve having a chord bearing of N 42°05'33" W, and distance of 42.48 feet; N 87°10'03" W, a distance of 57.37 feet; Thence S 02°43'04" W, a distance of 5.88 feet to the Point of Beginning, containing 0.97 Acres more or less.

#17

Part of the NW/4 NE1/4 of Section 17 and part of the SW1/4 SE1/4 of Section 8, all in Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Beginning at a point that lies N 80°19'52" W, a distance of 83.78 feet from the SE corner of the SW1/4 SE1/4 of said Section, said point lying on the Northerly right of way line of West Maple Street and the Point of Beginning; Thence N 63°02'21" E along the Northerly right of way line of said West Maple Street, a distance of 57.24 feet; Thence S 87°16'56" E along the Northerly right of way line of said West Maple Street, a distance of 17.73 feet to the Westerly back of curb line of Razorback Road; Thence S 02°48'54" W along the Westerly back of curb line of said Razorback Road, a distance of 13.28 feet to the beginning of a circular curve to the right; Thence Southwesterly along the Northerly back of curb line of said West Maple Street along a 30.00 feet radius curve to the right, thru a central angle of 90°01'03", for a distance of 47.13 feet, said curve having a chord bearing of S 47°49'25" W, and distance of 42.43 feet; Thence N 87°10'03" W along the Northerly right of way line of said West Maple Street, a distance of 37.41 feet; Thence N 02°49'57" E, a distance of 14.81 feet to the Point of Beginning, containing 0.05 Acres more or less.

#18

Part of the SE1/4 SE1/4 of Section 8, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said SE1/4 SE1/4; Thence N 29°38'05" E, a distance of 51.01 feet to a point lying on the Easterly right of way line of Razorback Road and the Point of Beginning; Thence N 02°19'02" E along the Easterly right of way of said Razorback Road, a distance of 1214.34 feet to the intersection of the Easterly right of way of said Razorback Road and the Southerly right of way line of Cleveland Street; Thence N 87°09'15" W along the Southerly right of way line of said Cleveland Street, a distance of 5.66 feet to the Easterly proposed back of curb line of Razorback Road; Thence along the Easterly proposed back of curb line of said Razorback Road the following bearings and distances: Southwesterly along a 29.53 feet radius curve to the left, thru a central angle of 31°36'29", for a distance of 16.29 feet, said curve having a chord bearing of S 19°23'53" W, and distance of 16.08 feet; S 02°52'26" W, a distance of 171.46 feet; S 05°36'04" E, a distance of 51.06 feet to the Easterly back of curb line of said Razorback Road; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: S 02°23'22" W, a distance of 497.62 feet; S 02°37'37" W, a distance of 479.33 feet; Thence S 87°16'56" E, a distance of 8.23 feet to the Point of Beginning, containing 0.19 Acres more or less.

ROW Dedication Description

Part of the NE/4 NE1/4 and part of the SE1/4 NE1/4, and part of the SW1/4 NE1/4 and part of the NE1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NW of the said NE1/4 NE1/4; Thence S 02°43'18" W along the West line of said NE1/4 NE1/4, a distance of 309.18 feet; Thence S 87°16'42" E, a distance of 23.76 feet to a point lying on the Easterly right of way line of Razorback Road and the Easterly back of curb line of said Razorback Road and the Point of Beginning; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: S 02°58'57" W, a distance of 487.50 feet; S 02°40'22" W, a distance of 608.01 feet; S 02°54'03" W, a distance of 436.29 feet; S 03°01'17" W, a distance of 198.13 feet; S 01°25'06" W, a distance of 214.48 feet; S 02°43'04" W, a distance of 95.61; Thence Southeasterly along the Northerly back of curb line of Meadow Street along a 30.00 feet radius curve to the left, thru a central angle of 89°30'25", for a distance of 46.87 feet, said curve having a chord bearing of S 42°02'08" E, and distance of 42.24 feet; Thence S 01°46'07" W, a distance of 31.18 feet to the Southerly back of curb line of said Meadow Street and the beginning of a circular curb to the left; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: Southwesterly along a 30.00 feet radius curve to the left, thru a central angle of 90°29'35", for a distance of 47.38 feet, said curve having a chord bearing of S 47°57'52" W, and distance of 42.61 feet; S 02°43'04" W, a distance of 88.40 feet; S 03°03'35" W, a distance of 200.01 feet; S 02°54'25" W, a distance of 322.05 feet; Thence N 88°04'02" W, a distance of 17.94 feet; Thence N 02°32'00" E, a distance of 401.68 feet to the SW corner of the aforesaid SE1/4 NE1/4; Thence N 02°35'17" E along the West line of the said SE1/4 NE1/4, a distance of 124.57 feet; Thence N 86°38'48" W, a distance of 37.23 feet to the Westerly back of curb line of said Razorback Road; Thence N 02°43'04" E along the Westerly back of curb line of said Razorback Road, a distance of 85.06 feet; Thence Northwesterly along the Westerly back of curb line of said Razorback Road along a 30.00 feet radius curve to the left, thru a central angle of 26°45'00", for a distance of 14.01 feet, said curve having a chord bearing of N 10°39'26" W, and distance of 13.88 feet; Thence N 02°32'00" E, a distance of 34.66 feet; Thence S 86°40'45" E, a distance of 40.25 feet to the West line of the said SE1/4 NE1/4; Thence N 02°35'17" E along the West line of the said SE1/4 NE1/4, a distance of 1056.85 feet to the SW corner of the NE1/4 NE1/4; Thence N 02°43'18" E along the West line of the said NE1/4 NE1/4, a distance of 769.53 feet; Thence S 87°08'22" E, a distance of 5.84 feet; Thence N 02°46'31" E, a distance of 243.50 feet to a point lying on the Easterly right of way line of said Razorback Road; Thence N 57°28'29" E along the Easterly right of way line of said Razorback Road, a distance of 21.67 feet to the Point of Beginning, containing 1.43 Acres more or less.

Written request and narrative to accompany Right-of-Way Vacation
University of Arkansas, City of Fayetteville, Arkansas.

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

On behalf of the landowners, I am petitioning the Fayetteville City Planning Commission and the Fayetteville City Council to vacate/reduce portions of ROW in the areas described below:

Razorback Rd: Vacating ROW west of the west back of curb and east of the east back of curb from MLKJr Blvd to Maple St (and including the bus pull off area on the east side just north of Mitchell St); and east of the east back of curb from Maple St to Cleveland St. Excluding any vacation of the existing ROW along the west side of Razorback Rd, north of Center Street adjacent to the Islamic Center of Northwest Arkansas property.

Maple St: Vacating ROW north of the north back of curb and south of the south back of curb, from Razorback Rd to Garland Ave

Garland Ave: Vacating ROW west of the west back of curb and east of the east back of curb, from Maple St to Cleveland St (and including the bus pull off area on the east side between Douglas St and Cleveland St)

Cleveland St: Vacating ROW south of the south back of curb, from Razorback Rd to Lindell Ave

Hill Ave: Vacating ROW east of the east back of curb, south of MLKJr Blvd to the alley along the north side of the National Cemetery property

Lt Col Leroy Pond: Vacating ROW west of the proposed back of curb, south of MLKJr Blvd to the Railroad ROW containing the City trail

MLKJr Blvd: Vacating the 10' strip of ROW along the south side of MLKJr Blvd in the center of the block between Hill Ave and Lt Col Leroy Pond

The University of Arkansas is the only abutting land owner to the rights of way sought to be vacated/reduced. By granting this vacation request, the current owners would benefit, and no other landowner would be adversely affected.

Pedestrian Access Easements will be dedicated to the City to the back of sidewalks along the streets.

Where storm drainage systems, water mains, and sewer mains exist within the proposed vacated areas: drainage, water, and sewer easements will be dedicated to the City. Other utilities located within the proposed vacated areas will receive written easements for their continued use, maintenance, & repair/replacement.

The public interest and welfare would not be adversely affected by granting this vacation request.

The vacation/reduction of the rights of way described above would benefit the City of Fayetteville by removing the senior sidewalks, sidewalks, side paths, lights, trees, signs, drive aprons, etc from required city maintenance and repair/replacement, thus saving the taxpayers and allowing money allocated for this purpose to be used where needed elsewhere. Those obligations would by conveyed unto the University of Arkansas.

Included in the Petition Packet is:

1. Application and Payment of applicable fees for processing the application $205.00.
2. Legal description of areas to be vacated
3. Exhibit Maps
4. This Letter
5. Owner's consent
6. Authorization Letter
7. County Parcel Map Copies
8. Petition to Vacate ROW
9. Utility Company Comments

Allen Jay Young, Development Consultants, Inc.

PETITION TO VACATE/REDUCE STREET RIGHTS OF WAY LOCATED IN SECTIONS 8, 9, 16, 17 & 21, T16N, R30W, IN THE CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street rights of way hereinafter sought to be abandoned/vacated/reduced, lying in sections 8, 9, 16, 17 & 21, T16N, R30W, in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate the street rights-of-way which are described as follows:

Razorback Rd: Vacating ROW west of the west back of curb and east of the east back of curb from MLKJr Blvd to Maple St (and including the bus pull off area on the east side just north of Mitchell St); and east of the east back of curb from Maple St to Cleveland St. Excluding any vacation of the existing ROW along the west side of Razorback Rd, north of Center Street adjacent to the Islamic Center of Northwest Arkansas property.

Maple St: Vacating ROW north of the north back of curb and south of the south back of curb, from Razorback Rd to Garland Ave

Garland Ave: Vacating ROW west of the west back of curb and east of the east back of curb, from Maple St to Cleveland St (and including the bus pull off area on the east side between Douglas St and Cleveland St)

Cleveland St: Vacating ROW south of the south back of curb, from Razorback Rd to Lindell Ave

Hill Ave: Vacating ROW east of the east back of curb, south of MLKJr Blvd to the alley along the north side of the National Cemetery property

Lt Col Leroy Pond: Vacating ROW west of the proposed back of curb, south of MLKJr Blvd to the Railroad ROW containing the City trail

MLKJr Blvd: Vacating the 10' strip of ROW along the south side of MLKJr Blvd in the center of the block between Hill Ave and Lt Col Leroy Pond

That the abutting real estate affected by said abandonment/vacation/reduction of the street rights of way are various tracts of land owned by the University of Arkansas in the City of Fayetteville, the rights of way are only being abandoned to the extents noted in the description above thus reducing the street rights of way and not eliminating them, that the affected streets will continue to have unaffected vehicular traffic, and that the public interest and welfare would not be adversely affected by the abandonment/vacation/reduction of portions of the above described street rights of way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing storm drainage easements, water easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

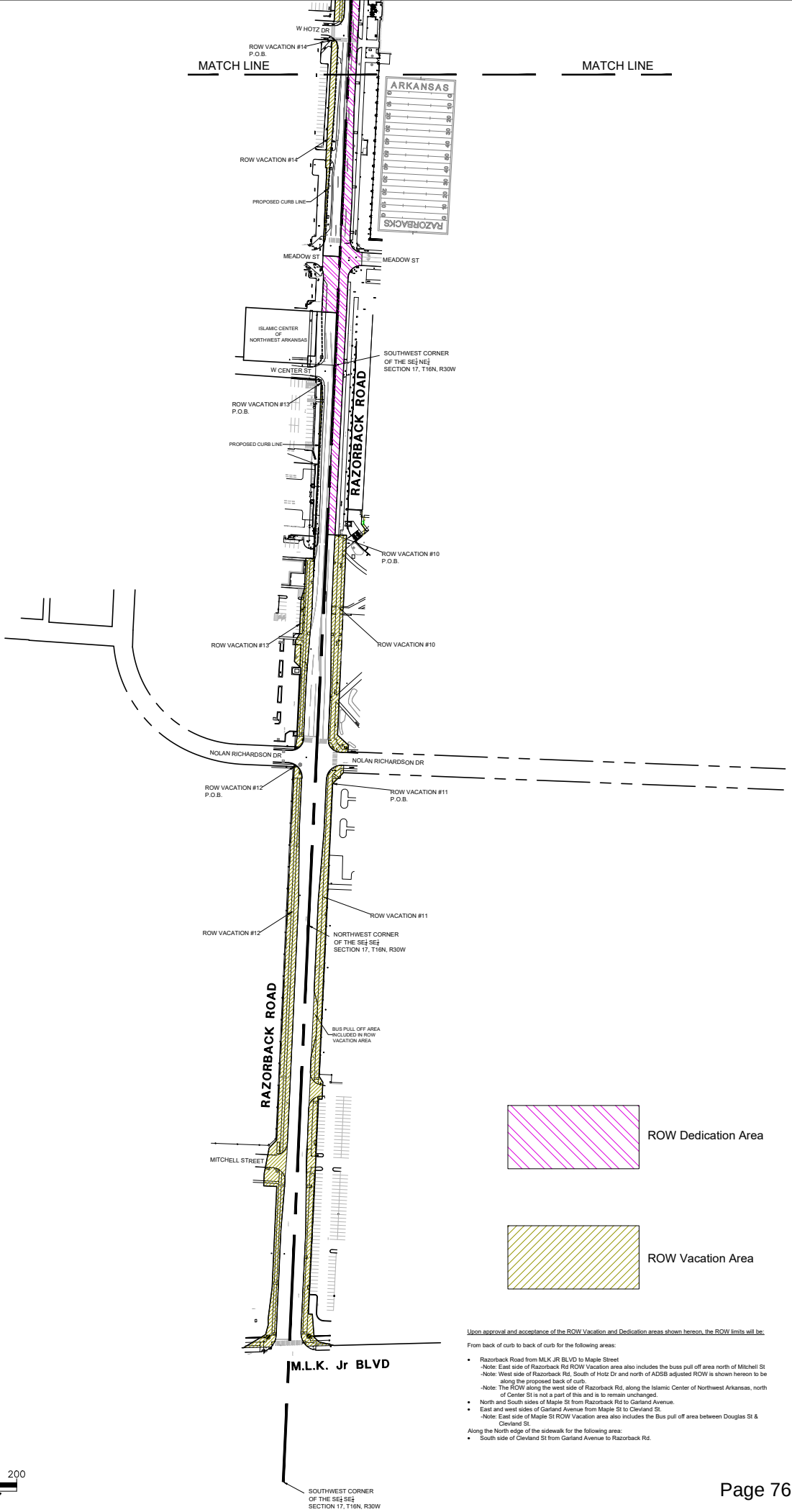
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said storm drainage easements, water easements and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said right of way.

Dated this 1 day of November, 2022.

Allen Jay Young
Printed Name

Signature



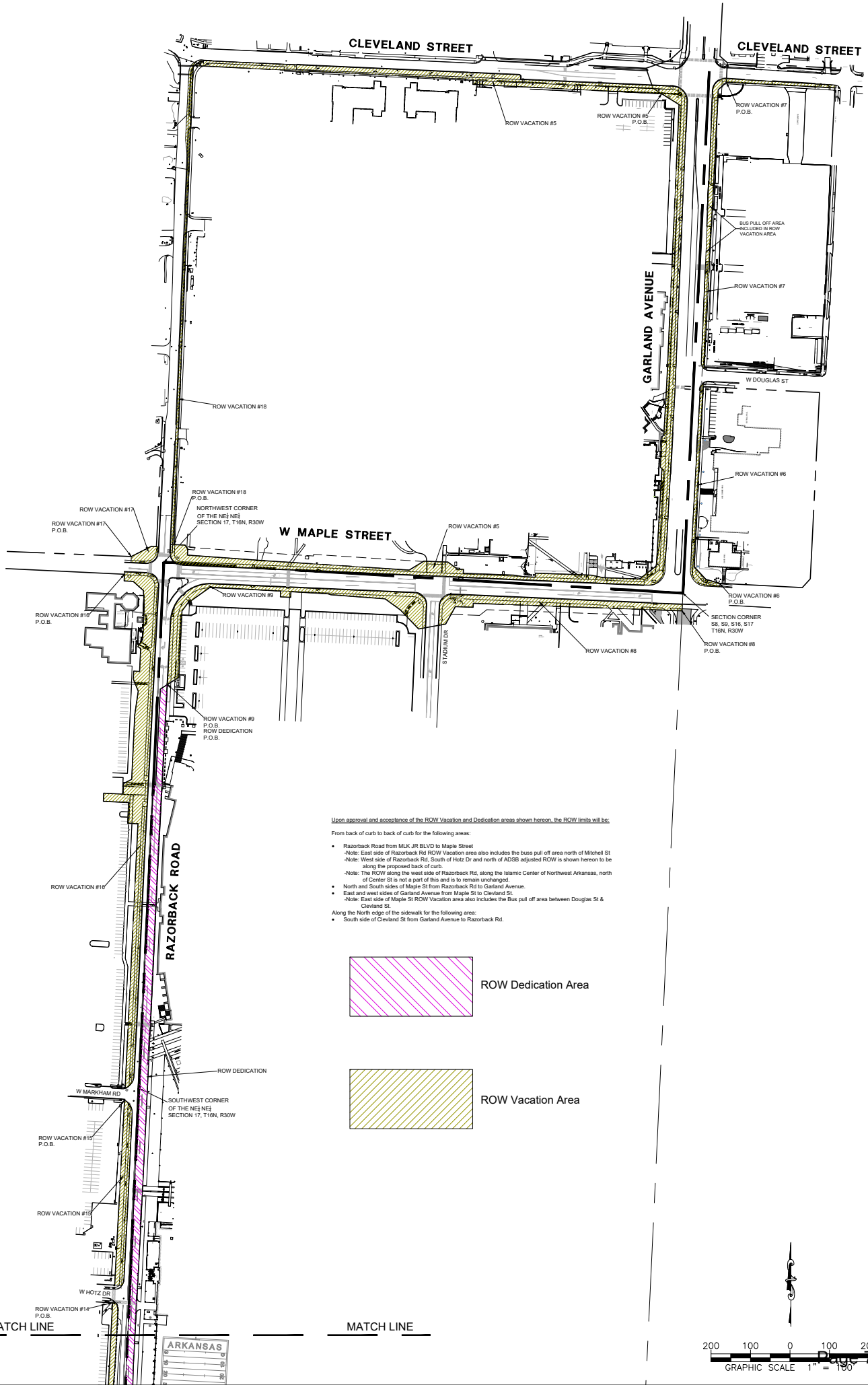
Upon approval and acceptance of the ROW Vacation and Dedication areas shown hereon, the ROW limits will be:

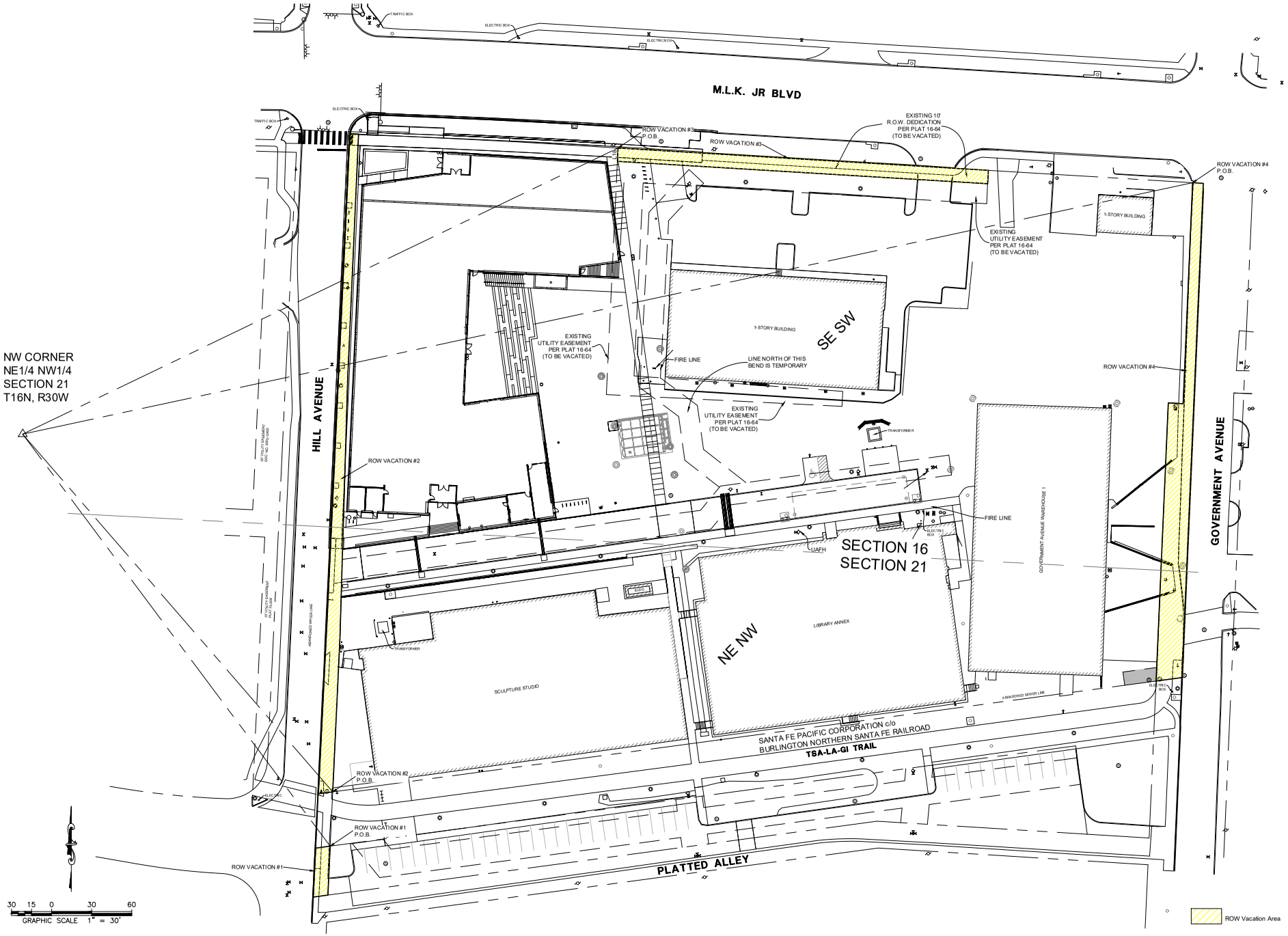
From back of curb to back of curb for the following areas:

- Razorback Road from MLK JR BLVD to Maple Street
  - -Note: East side of Razorback Rd ROW Vacation area also includes the buss pull off area north of Mitchell St
  - -Note: West side of Razorback Rd, South of Hotz Dr and north of ADSB adjusted ROW is shown hereon to be along the proposed back of curb.
  - -Note: The ROW along the west side of Razorback Rd, along the Islamic Center of Northwest Arkansas, north of Center St is not a part of this and is to remain unchanged.
- North and South sides of Maple St from Razorback Rd to Garland Avenue.
- East and west sides of Garland Avenue from Maple St to Cleveland St.
  - -Note: East side of Maple St ROW Vacation area also includes the Bus pull off area between Douglas St & Cleveland St.

Along the North edge of the sidewalk for the following area:

- South side of Cleveland St from Garland Avenue to Razorback Rd.


CLEVELAND STREET
CLEVELAND STREET
ROW VACATION #5
ROW VACATION #5 P.O.B.
ROW VACATION #7 P.O.B.
BUS PULL OFF AREA INCLUDED IN ROW VACATION AREA
ROW VACATION #7
GARLAND AVENUE
W DOUGLAS ST
ROW VACATION #18
ROW VACATION #6
ROW VACATION #18 P.O.B.
ROW VACATION #17
ROW VACATION #17 P.O.B.
NORTHWEST CORNER OF THE NE¼ NE¼ SECTION 17, T16N, R30W
W MAPLE STREET
ROW VACATION #5
ROW VACATION #9
ROW VACATION #6 P.O.B.
ROW VACATION #16 P.O.B.
SECTION CORNER S8, S9, S16, S17 T16N, R30W
ROW VACATION #8
ROW VACATION #8 P.O.B.
STADIUM DR
ROW VACATION #9 P.O.B.
ROW DEDICATION P.O.B.
ROW VACATION #16
RAZORBACK ROAD
ROW DEDICATION
W MARKHAM RD
SOUTHWEST CORNER OF THE NE¼ NE¼ SECTION 17, T16N, R30W
ROW VACATION #15 P.O.B.
ROW VACATION #15
W HOTZ DR
ROW VACATION #14 P.O.B.
MATCH LINE
MATCH LINE
ARKANSAS
Upon approval and acceptance of the ROW Vacation and Dedication areas shown hereon, the ROW limits will be:
From back of curb to back of curb for the following areas:
Razorback Road from MLK JR BLVD to Maple Street
-Note: East side of Razorback Rd ROW Vacation area also includes the buss pull off area north of Mitchell St
-Note: West side of Razorback Rd, South of Hotz Dr and north of ADSB adjusted ROW is shown hereon to be along the proposed back of curb.
-Note: The ROW along the west side of Razorback Rd, along the Islamic Center of Northwest Arkansas, north of Center St is not a part of this and is to remain unchanged.
North and South sides of Maple St from Razorback Rd to Garland Avenue.
East and west sides of Garland Avenue from Maple St to Clevland St.
-Note: East side of Maple St ROW Vacation area also includes the Bus pull off area between Douglas St & Clevland St.
Along the North edge of the sidewalk for the following area:
South side of Clevland St from Garland Avenue to Razorback Rd.
ROW Dedication Area
ROW Vacation Area
200 100 0 100 200
GRAPHIC SCALE 1" = 100'



G:\2019\19-179\Survey\LIA-CITY Coord Map.DWG

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: December 12, 2022

SUBJECT: **VAC-2022-0024: Vacation (RAZORBACK RD., MLK BLVD., MAPLE ST., GARLAND AVE., CLEVELAND ST., HILL AVE., & LT. COL. LEROY POND AVE./UA-ARTS ROW VACATION, 482/521/522):** Submitted by DCI for portions of right-of-way located along Razorback Rd./Maple St./Garland Ave/Cleveland St./Hill Ave./MLK Blvd./Lt. Col. Leroy Pond Ave. The rights-of-way are within or adjacent to property belonging to the University of Arkansas. The request is to vacate portions of existing street rights of way totaling approximately 6.54 acres.

RECOMMENDATION:
Staff recommends forwarding **VAC-2022-0024** to City Council with a recommendation of approval, with conditions.

RECOMMENDED MOTION:
"I move to forward **VAC-2022-0024** with a recommendation of approval, with conditions as recommended by staff."

BACKGROUND:
The subject property includes 6.54 acres of right-of-way spread along portions of seven public streets adjacent to University of Arkansas Property (see attached survey). Most prominently, the right-of-way includes:

- **Arts District**: Three separate areas of right-of-way behind street curbs on the north, west, and east borders of the new Arts District, along W. Martin Luther King Jr. Boulevard, S. Hill Avenue, and S. LT. Col. Leroy Pond Avenue.
- **Former Highway 112**: Multiple areas of right-of-way behind the curb along both the east and west sides of Razorback Road, north and south sides of W. Maple Street, and east and west sides of Garland Avenue.
- **Cleveland Street**: Two areas of right-of-way along the south side of W. Cleveland Street, between N. Lindell Avenue to the east and N. Razorback Road to the west.

Given the large number of properties associated with the right-of-way, adjacent zoning district information is not provided. All properties adjacent to the request are owned by the University of Arkansas with uses varying from parking and athletic facilities to housing and classrooms. A similar proposal was heard by the Planning Commission in late 2021, but was tabled indefinitely at the applicant's request to allow time to coordinate with the City Attorney's office. The applicant is bringing back a new request, with an additional portion of right-of-way for consideration.

Proposal: The applicant proposes to vacate 18 separate pieces of public right of way totaling 6.54 acres along seven streets. In turn, a dedication of right-of-way totaling 1.43 acres is proposed along Razorback Road and between W. Nolan Richardson Drive to the south and W. Maple Street to the north. With this request, the applicant noted in their letter that existing utilities will be protected through easement dedication. Additionally, the applicant asserts that vacating the right-of-way will remove current and future sections of Senior Walk, landscaping, lights, and trees from the City's responsibility.

DISCUSSION:
For several years, the University of Arkansas expressed interest to City staff in achieving greater flexibility to program their property frontages along public streets. This is with the intent of using the land outside of the street and behind the curb for additional landscaping, alternative paving options, extended areas of Senior Walk, or other opportunities. While this was originally proposed as an agreement, the University ultimately submitted a request to vacate the subject right-of-way. Staff finds that if existing utilities and access are adequately protected, the proposal can promote the University's interests and remove areas from City maintenance. None of the 18 portions of right-of-way proposed for vacation encroach on driving lanes and all adjoin University property.

Vacation Approval: The applicant has submitted the required vacation forms to the relevant City departments and franchise utility companies with the following responses in 2021; the applicant re-affirmed and made some modifications to the utility providers' conditions with this request in 2022. As the petitioner and sole landowner adjacent to the subject right-of-way, adjacent property owner consent is not an applicable standard.

Utility	Response
Cox Communications	No objections, provided any damage or relocation of existing Cox facilities will be at the expense of the applicant.
AEP/SWEPCO	No objections, provided easement be dedicated for existing facilities associated with this right-of-way vacation request.
Black Hills Energy AR	No objections, provided that easements along existing lines shall be drafted for Black Hills Energy review, then recorded (retaining same recording position as currently exists, if any).
AT&T	No objections, provided dedicated easements are recorded by client properly identifying ATT utilities in the field by means of surveying, pot holing, and coordinating with ATT representatives. A 10-foot utility easement at ATT existing utility locations a dedicated corridor for backbone placements. Further, ATT requests that any relocation/movement of ATT facilities will be at the cost of the petitioner, and that a permanent TELCO utility easement will be provided to cover all existing ATT facilities along the described route.
Ozarks Electric	No objections and no comment.
City of Fayetteville	Response
Water/Sewer	No objections, provided easements are dedicated as needed for existing water and sewer lines.

Solid Waste & Recycling	No objections and no comment.
Transportation	No objections, provided adequate accommodation is provided for pedestrian access, whether through easement or agreement. Transportation will also require the dedication of Right of Way to the back of curb in any areas where right of way does not currently exist and the dedication of a pedestrian access easement to the existing back of sidewalk or master street plan right of way in areas where sidewalk does not currently exist. Signal poles and appurtenances need to remain in the right of way, or an easement be dedicated over the areas where poles and appurtenances are located. Drainage easements are needed in areas of existing drainage facilities. An agreement will need to be developed establishing responsibility (or lack thereof) for repairs to non-typical features behind the curb due to maintenance, installation, and repair of any city facilities located within vacated rights of way, including drainage facilities and water/sewer lines.

Public Comment: Staff has received inquiries about the request, but no statements of support or opposition. Given the scope of the request, staff required posting of ten public notification signs.

RECOMMENDATION: Staff recommends forwarding **VAC-2022-0024** to City Council with a recommendation of approval, with the following conditions:

Conditions of Approval:

1. Easements shall be dedicated for any existing facilities associated with this right-of-way vacation request, with review and coordination by the applicant with the utility provider, including the client properly identifying utilities in the field by means of surveying, pot holing, and coordinating with representatives.
2. Adequate accommodation for pedestrian access must be maintained whether through easement or agreement.
3. The applicant must dedicate right-of-way to the back of curb in any areas where right of way does not currently exist
4. The applicant must dedicate a pedestrian access easement to the existing back of sidewalk or master street plan right of way in areas where sidewalk does not currently exist.
5. Signal poles and appurtenances must remain in the right-of-way, or an easement be dedicated over the areas where poles and appurtenances are located.
6. Drainage easements must be dedicated in areas of existing drainage facilities.
7. An agreement will need to be developed establishing responsibility (or lack thereof) for repairs to non-typical features behind the curb due to maintenance, installation, and repair of any city facilities located within vacated rights of way, including drainage facilities and water/sewer lines. The City will not be responsible for maintenance or repair of anything except a standard sidewalk.
8. Any damage or relocation of existing facilities will be at the property owner/developer's expense.
9. All easements and agreements required as a condition of this vacation shall be reviewed by the City and signed by the Mayor.

PLANNING COMMISSION ACTION:	**Required**	**YES**		
Date: December 12, 2022	**❒ Tabled**	**❒ Forwarded**	**❒ Denied**	
Motion:				
Second:				
Vote:				

BUDGET/STAFF IMPACT:
None

Attachments:

- Applicant Request Letter
- Applicant Petition to Vacate
- Site Exhibit – ROW to be vacated
- Overall Map

Written request and narrative to accompany Right-of-Way Vacation
University of Arkansas, City of Fayetteville, Arkansas.

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

On behalf of the landowners, I am petitioning the Fayetteville City Planning Commission and the Fayetteville City Council to vacate/reduce portions of ROW in the areas described below:

Razorback Rd: Vacating ROW west of the west back of curb and east of the east back of curb from MLKJr Blvd to Maple St (and including the bus pull off area on the east side just north of Mitchell St); and east of the east back of curb from Maple St to Cleveland St. Excluding any vacation of the existing ROW along the west side of Razorback Rd, north of Center Street adjacent to the Islamic Center of Northwest Arkansas property.

Maple St: Vacating ROW north of the north back of curb and south of the south back of curb, from Razorback Rd to Garland Ave

Garland Ave: Vacating ROW west of the west back of curb and east of the east back of curb, from Maple St to Cleveland St (and including the bus pull off area on the east side between Douglas St and Cleveland St)

Cleveland St: Vacating ROW south of the south back of curb, from Razorback Rd to Lindell Ave

Hill Ave: Vacating ROW east of the east back of curb, south of MLKJr Blvd to the alley along the north side of the National Cemetery property

Lt Col Leroy Pond: Vacating ROW west of the proposed back of curb, south of MLKJr Blvd to the Railroad ROW containing the City trail

MLKJr Blvd: Vacating the 10' strip of ROW along the south side of MLKJr Blvd in the center of the block between Hill Ave and Lt Col Leroy Pond

The University of Arkansas is the only abutting land owner to the rights of way sought to be vacated/reduced. By granting this vacation request, the current owners would benefit, and no other landowner would be adversely affected.

Pedestrian Access Easements will be dedicated to the City to the back of sidewalks along the streets.

Where storm drainage systems, water mains, and sewer mains exist within the proposed vacated areas: drainage, water, and sewer easements will be dedicated to the City. Other utilities located within the proposed vacated areas will receive written easements for their continued use, maintenance, & repair/replacement.

The public interest and welfare would not be adversely affected by granting this vacation request.

The vacation/reduction of the rights of way described above would benefit the City of Fayetteville by removing the senior sidewalks, sidewalks, side paths, lights, trees, signs, drive aprons, etc from required city maintenance and repair/replacement, thus saving the taxpayers and allowing money allocated for this purpose to be used where needed elsewhere. Those obligations would by conveyed unto the University of Arkansas.

Included in the Petition Packet is:

1. Application and Payment of applicable fees for processing the application $205.00.
2. Legal description of areas to be vacated
3. Exhibit Maps
4. This Letter
5. Owner's consent
6. Authorization Letter
7. County Parcel Map Copies
8. Petition to Vacate ROW
9. Utility Company Comments

Allen Jay Young, Development Consultants, Inc.

PETITION TO VACATE/REDUCE STREET RIGHTS OF WAY LOCATED IN SECTIONS 8, 9, 16, 17 & 21, T16N, R30W, IN THE CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street rights of way hereinafter sought to be abandoned/vacated/reduced, lying in sections 8, 9, 16, 17 & 21, T16N, R30W, in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate the street rights-of-way which are described as follows:

Razorback Rd: Vacating ROW west of the west back of curb and east of the east back of curb from MLKJr Blvd to Maple St (and including the bus pull off area on the east side just north of Mitchell St); and east of the east back of curb from Maple St to Cleveland St. Excluding any vacation of the existing ROW along the west side of Razorback Rd, north of Center Street adjacent to the Islamic Center of Northwest Arkansas property.

Maple St: Vacating ROW north of the north back of curb and south of the south back of curb, from Razorback Rd to Garland Ave

Garland Ave: Vacating ROW west of the west back of curb and east of the east back of curb, from Maple St to Cleveland St (and including the bus pull off area on the east side between Douglas St and Cleveland St)

Cleveland St: Vacating ROW south of the south back of curb, from Razorback Rd to Lindell Ave

Hill Ave: Vacating ROW east of the east back of curb, south of MLKJr Blvd to the alley along the north side of the National Cemetery property

Lt Col Leroy Pond: Vacating ROW west of the proposed back of curb, south of MLKJr Blvd to the Railroad ROW containing the City trail

MLKJr Blvd: Vacating the 10' strip of ROW along the south side of MLKJr Blvd in the center of the block between Hill Ave and Lt Col Leroy Pond

That the abutting real estate affected by said abandonment/vacation/reduction of the street rights of way are various tracts of land owned by the University of Arkansas in the City of Fayetteville, the rights of way are only being abandoned to the extents noted in the description above thus reducing the street rights of way and not eliminating them, that the affected streets will continue to have unaffected vehicular traffic, and that the public interest and welfare would not be adversely affected by the abandonment/vacation/reduction of portions of the above described street rights of way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing storm drainage easements, water easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

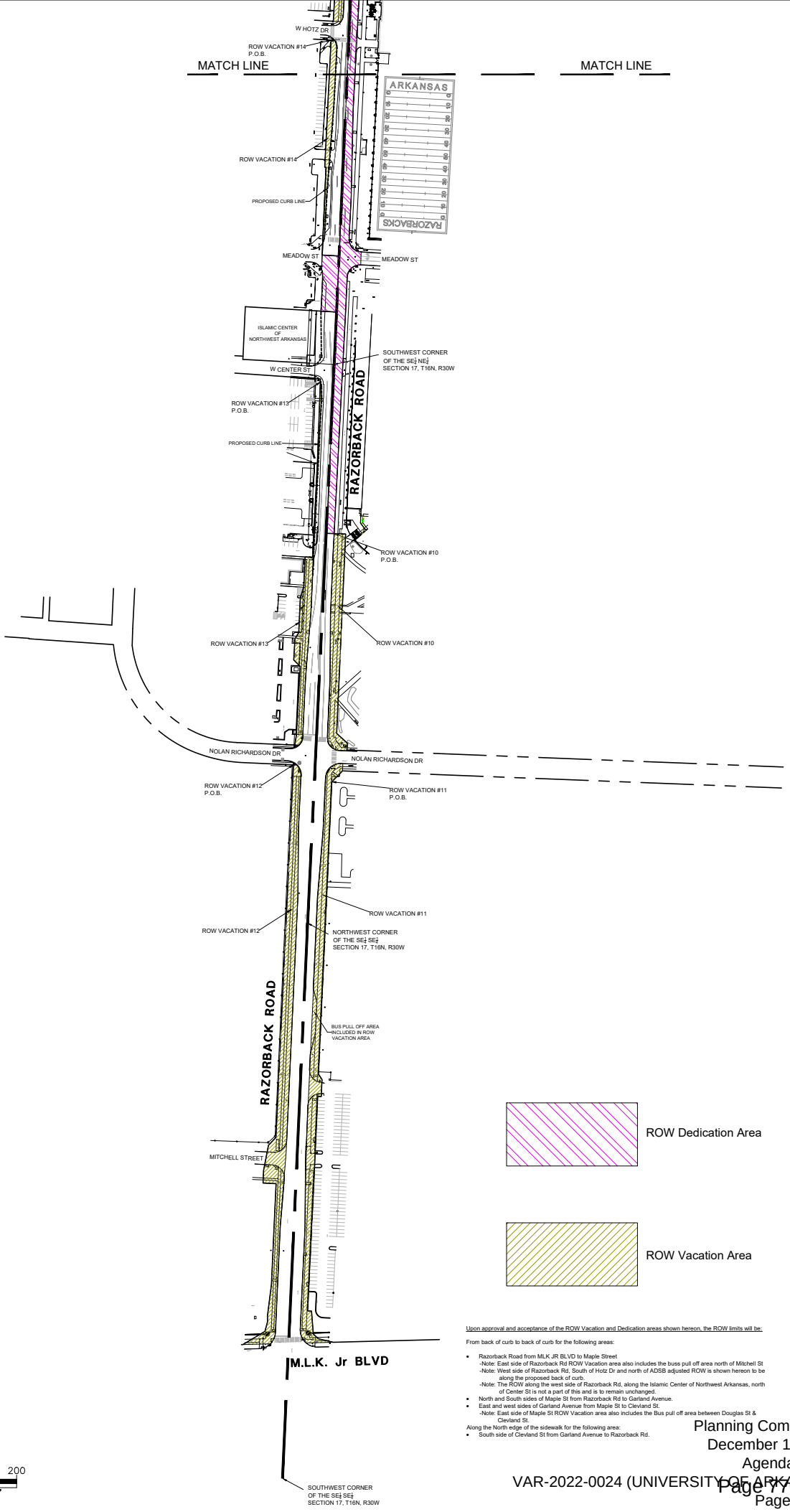
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said storm drainage easements, water easements and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said right of way.

Dated this 1 day of November, 2022.

Allen Jay Young
Printed Name

Signature



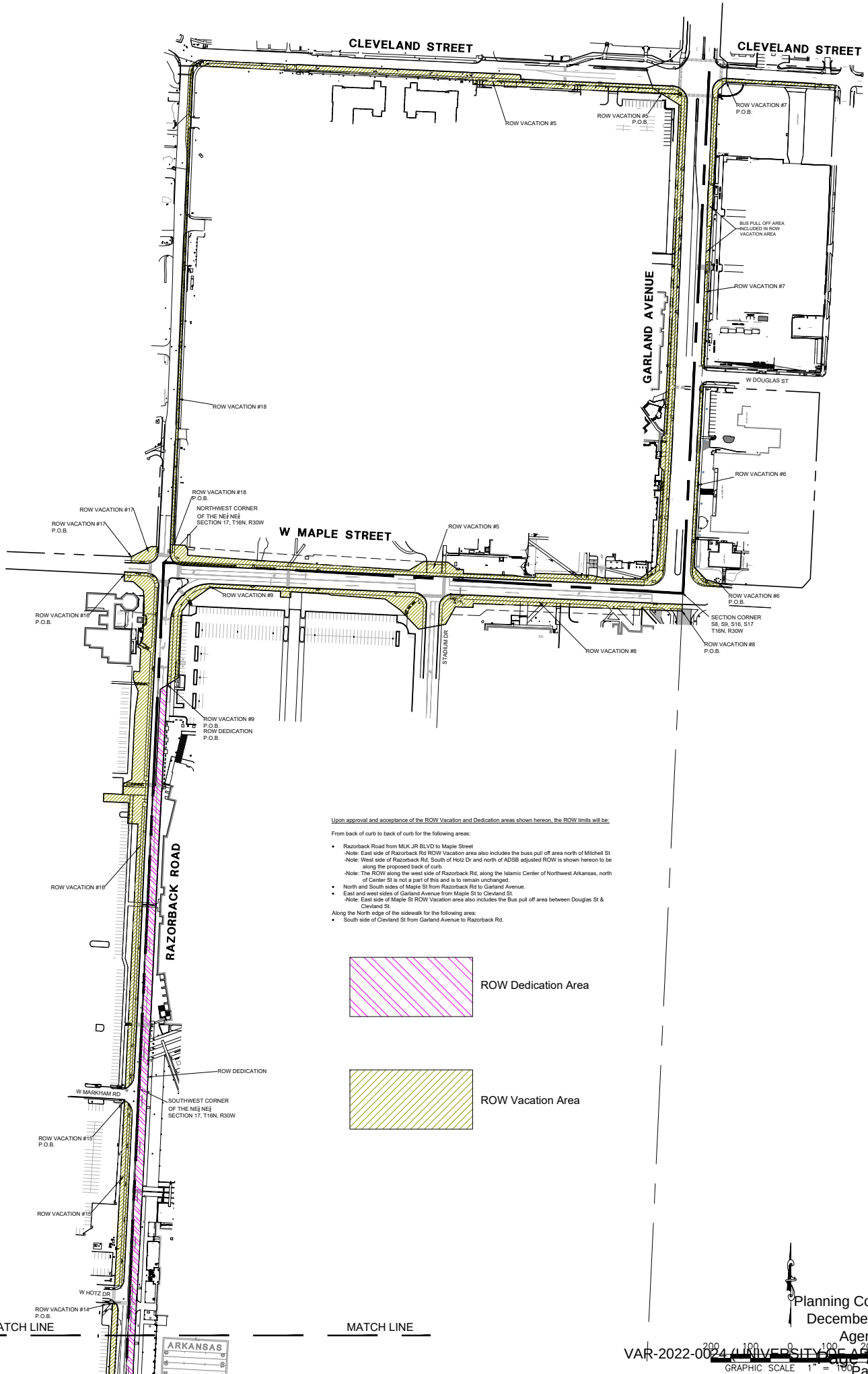
Upon approval and acceptance of the ROW Vacation and Dedication areas shown hereon, the ROW limits will be:

From back of curb to back of curb for the following areas:

- Razorback Road from MLK JR BLVD to Maple Street
  - -Note: East side of Razorback Rd ROW Vacation area also includes the buss pull off area north of Mitchell St
  - -Note: West side of Razorback Rd, South of Hotz Dr and north of ADSB adjusted ROW is shown hereon to be along the proposed back of curb.
  - -Note: The ROW along the west side of Razorback Rd, along the Islamic Center of Northwest Arkansas, north of Center St is not a part of this and is to remain unchanged.
- North and South sides of Maple St from Razorback Rd to Garland Avenue.
- East and west sides of Garland Avenue from Maple St to Clevland St.
  - -Note: East side of Maple St ROW Vacation area also includes the Bus pull off area between Douglas St & Clevland St.

Along the North edge of the sidewalk for the following area:

- South side of Clevland St from Garland Avenue to Razorback Rd.


CLEVELAND STREET
CLEVELAND STREET
ROW VACATION #5
ROW VACATION #5 P.O.B.
ROW VACATION #7 P.O.B.
BUS PULL OFF AREA INCLUDED IN ROW VACATION AREA
ROW VACATION #7
GARLAND AVENUE
W DOUGLAS ST
ROW VACATION #18
ROW VACATION #6
ROW VACATION #18 P.O.B.
ROW VACATION #17
ROW VACATION #17 P.O.B.
NORTHWEST CORNER OF THE NE¼ NE¼ SECTION 17, T16N, R30W
W MAPLE STREET
ROW VACATION #5
ROW VACATION #9
ROW VACATION #6 P.O.B.
ROW VACATION #16 P.O.B.
SECTION CORNER S8, S9, S16, S17 T16N, R30W
ROW VACATION #8
ROW VACATION #8 P.O.B.
STADIUM DR
ROW VACATION #9 P.O.B.
ROW DEDICATION P.O.B.
ROW VACATION #16
RAZORBACK ROAD
ROW DEDICATION
W MARKHAM RD
SOUTHWEST CORNER OF THE NE¼ NE¼ SECTION 17, T16N, R30W
ROW VACATION #15 P.O.B.
ROW VACATION #15
W HOTZ DR
ROW VACATION #14 P.O.B.
MATCH LINE
MATCH LINE
ARKANSAS
Upon approval and acceptance of the ROW Vacation and Dedication areas shown hereon, the ROW limits will be:
From back of curb to back of curb for the following areas:
Razorback Road from MLK JR BLVD to Maple Street
-Note: East side of Razorback Rd ROW Vacation area also includes the buss pull off area north of Mitchell St
-Note: West side of Razorback Rd, South of Hotz Dr and north of ADSB adjusted ROW is shown hereon to be along the proposed back of curb.
-Note: The ROW along the west side of Razorback Rd, along the Islamic Center of Northwest Arkansas, north of Center St is not a part of this and is to remain unchanged.
North and South sides of Maple St from Razorback Rd to Garland Avenue.
East and west sides of Garland Avenue from Maple St to Clevland St.
-Note: East side of Maple St ROW Vacation area also includes the Bus pull off area between Douglas St & Clevland St.
Along the North edge of the sidewalk for the following area:
South side of Clevland St from Garland Avenue to Razorback Rd.
ROW Dedication Area
ROW Vacation Area
200 100 0 100 200
GRAPHIC SCALE 1" = 100'

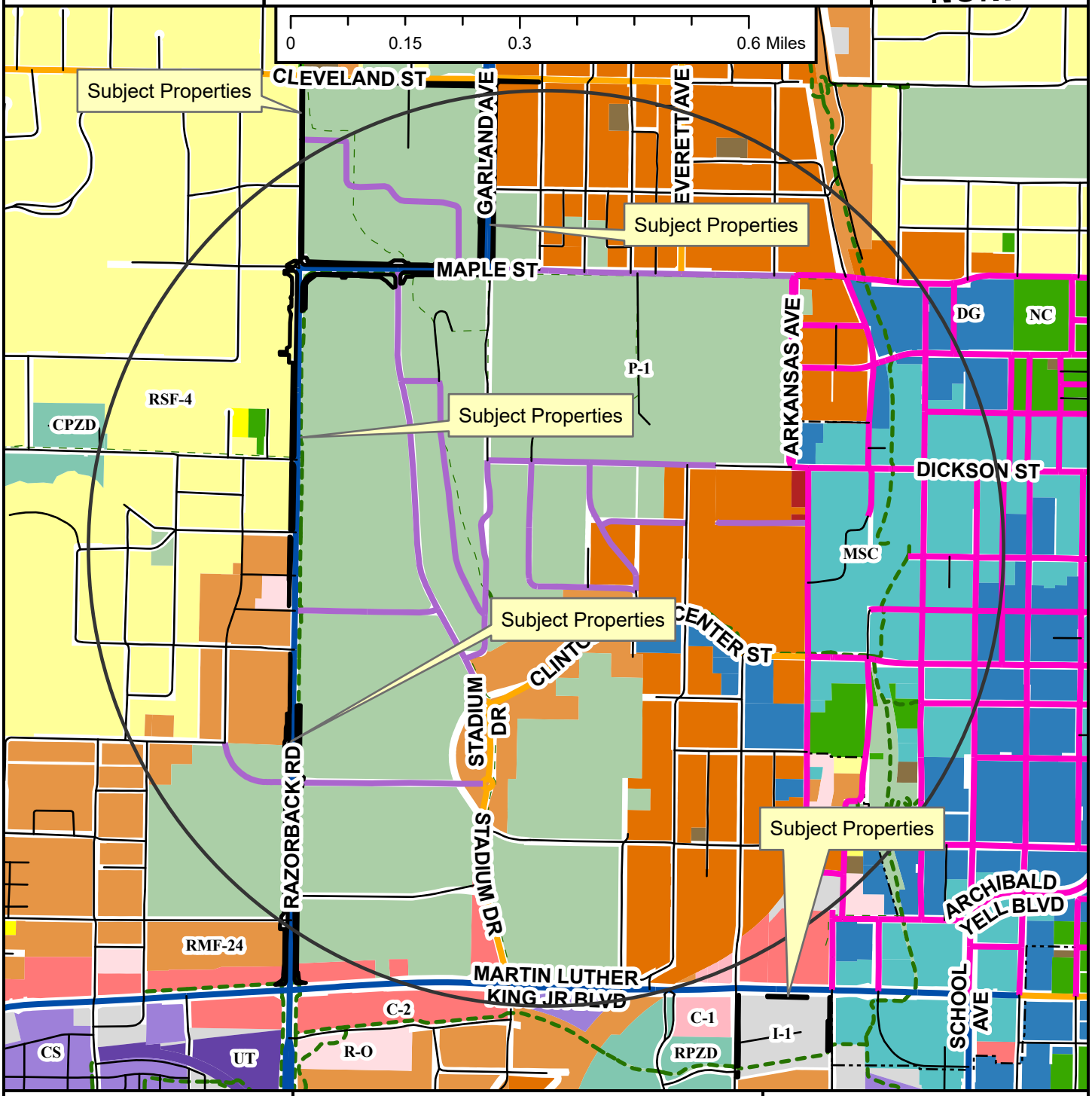
GOVERNMENT AVENUE
HILL AVENUE
M.L.K. JR BLVD
PLATTED ALLEY
SECTION 16
SECTION 21
SE SW
NE NW
ROW Vacation Area
ROW VACATION #1
ROW VACATION #2
ROW VACATION #3
ROW VACATION #4
P.O.B.
EXISTING UTILITY EASEMENT PER PLAT 16-64 (TO BE VACATED)
EXISTING 10' R.O.W. DEDICATION PER PLAT 16-64 (TO BE VACATED)
LINE NORTH OF THIS BEND IS TEMPORARY
FIRE LINE
1-STORY BUILDING
GOVERNMENT AVENUE WAREHOUSE 1
LIBRARY ANNEX
SCULPTURE STUDIO
SANTA FE PACIFIC CORPORATION c/o BURLINGTON NORTHERN SANTA FE RAILROAD
TSA-LA-GI TRAIL
NW CORNER
NE1/4 NW1/4
SECTION 21
T16N, R30W
GRAPHIC SCALE 1" = 30'

VAC-2022-0024

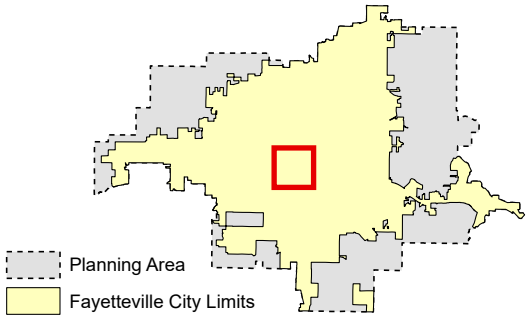
One Mile View

521 S. RAZORBACK RD

NORTH



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G, RI-U, RI-12, NS-L, Residential-Agricultural, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6, RMF-12, RMF-18, RMF-24, RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial, I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office, C-1, C-2, C-3

FORM BASED DISTRICTS
Downtown Core, Urban Thoroughfare, Main Street Center, Downtown General, Community Services, Neighborhood Services, Neighborhood Conservation

PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE VAC 22-024 FOR PROPERTY LOCATED ALONG RAZORBACK ROAD, MAPLE STREET, GARLAND AVENUE, CLEVELAND STREET, HILL AVENUE, MARTIN LUTHER KING JUNIOR BOULEVARD AND LT. COLONEL LEROY POND AVENUE IN WARDS 1 AND 2 TO VACATE PORTIONS OF STREET RIGHTS-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of street rights-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portions of street rights-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Easements shall be dedicated for any existing facilities associated with this right-of-way vacation request, with review and coordination by the applicant with the utility provider, including properly identifying utilities in the field by means of surveying, pot holing, and coordinating with representatives.
2. Adequate accommodation for pedestrian access must be maintained whether through easement or agreement.
3. The applicant must dedicate right-of-way to the back of curb in any areas where right of way does not currently exist.
4. The applicant must dedicate a pedestrian access easement to the existing back of sidewalk or master street plan right of way in areas where sidewalk does not currently exist.
5. Signal poles and appurtenances must remain in the right-of-way, or an easement be dedicated over the areas where poles and appurtenances are located.
6. Drainage easements must be dedicated in areas of existing drainage facilities.
7. An agreement will need to be developed establishing responsibility for repairs to non-typical features behind the curb due to maintenance, installation, and repair of any city facilities located within vacated rights of way, including drainage facilities and water/sewer lines. The City will not be responsible for maintenance or repair of anything except a standard sidewalk.

8. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
9. All easements and agreements required as a condition of this vacation shall be reviewed by the City and signed by the Mayor.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-323

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

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

FROM: Matt Mihalevich, Active Transportation Manager

DATE: January 11, 2023

SUBJECT: **Active Transportation Plan Update**

RECOMMENDATION:
Staff recommends that the City Council adopt the newly updated version of Fayetteville's Active Transportation Plan (ATP) document.

BACKGROUND:
The current version of the ATP document was originally adopted on April 7th, 2015 as Resolution No. 81-15. 2015 Active Transportation Plan (ATP) This update is to the planning document and does not include any revisions to the Active Transportation Master Plan map which was last approved January 7th, 2020.
This update incorporates public input gathered through online surveys, and uses input gathered as part of regional active transportation plan and the City's 2018 Mobility Plan. The Fayetteville Active Transportation Advisory Committee (ATAC) provided input periodic review and guidance throughout the process of updating the document and unanimously approved the final draft of the document on October 12th, 2022. On October 25th, 2022 the City Council's Transportation Committee unanimously recommended forwarding the document to the full City Council for approval. On December 5th the Parks and Recreation Advisory Board unanimously approved the updated document.

DISCUSSION:
The Active Transportation Plan (ATP) serves as a guiding document for Fayetteville infrastructure and program development related to Active Transportation. Active Transportation is non-automotive human-powered transportation, primarily walking and biking but also includes other modes such as use of wheelchairs, skate boards and scooters.
Plans such as the ATP are typically updated every 5-10 years. In the 8 years since the current ATP was adopted there have been significant changes and advancements in Fayetteville's active transportation infrastructure and planning efforts. The completion of the Razorback Reginal Greenway, the adoption of Fayetteville 2018 Mobility Plan, the successful 2019 bond referendum and new guidance on All-Ages-and-Abilities cycling facilities from the Federal Highway Administration. This update to the ATP document is needed to establish goals and best practices that better reflect current conditions and position Fayetteville to continue to lead as a walkable and bike-friendly community into the future.

The six goals of this plan are:

1. Strive to create an equitable multimodal transportation system for all ages and abilities.
2. Build a paved trail connection within a 10-minute walk of every residence by 2040.
3. Encourage new participation in active transportation – gather and evaluate data to track trends and measure success.
4. Zero fatalities or severe injuries of vulnerable roadway users by 2030.
5. Implement all the appropriate recommendations from leading advocacy organizations community evaluations.
6. Enhance opportunities for people with disabilities to walk, roll, cycle, and use micromobility services and other innovative mobility technologies to the greatest extent possible.

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: 2023-323 SRF - ATP Update, Active Transportation Plan - Update - 9.27.22 FINAL

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

File #: 2023-323

Active Transportation Plan Update

A RESOLUTION TO APPROVE AN UPDATE TO THE FAYETTEVILLE ACTIVE TRANSPORTATION PLAN

WHEREAS, on April 7, 2015, the City Council approved Resolution 81-15 approving the current version of the Fayetteville Active Transportation Plan; and

WHEREAS, this update to the Active Transportation Plan document is needed to establish goals and best practices that better reflect current conditions and position Fayetteville to continue to lead as a walkable and bike-friendly community into the future; and

WHEREAS, the updated plan has been reviewed by the Fayetteville Active Transportation Advisory Committee, the City Council Transportation Committee, and the Parks and Recreation Advisory Board unanimously approved the updated Plan.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the update to the Fayetteville Active Transportation Plan, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-323

Item ID

2/7/2022

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

Matt Mihalevich	1/18/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends that the City Council adopt the newly updated version of Fayetteville's Active Transportation Plan (ATP) document.

Budget Impact:

N/A	N/A
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?		Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 81-15

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



ACTIVE TRANSPORTATION PLAN

CITY OF FAYETTEVILLE ARKANSAS

2023 UPDATE

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PEDESTRIAN RECOMMENDATIONS
Implementation and success metrics

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BICYCLE RECOMMENDATIONS
Implementation and success metrics

INTRODUCTION
Executive Summary

ATP VISION AND GOALS

The City envisions the ATP as the guiding document for identifying and prioritizing bicycle and pedestrian infrastructure improvements. This plan is intended to be broad in scope and to provide a dynamic and timely framework for the decision making process.
Ultimately, the vision for this plan is as follows:

Fayetteville endeavors to develop and promote an interconnected and universally accessible network of sidewalks, trails and on-street bicycle facilities that encourage citizens to use active/non-motorized modes of transportation to safely and efficiently reach any destination.

PRIMARY GOALS OF THE ATP ARE:

Strive to create an equitable multimodal transportation system for all ages and abilities.

◆

Build a paved trail connection within a 10-minute walk of every residence by 2040.

◆

Encourage new participation in active transportation – gather and evaluate data to track trends and measure success.

◆

Zero fatalities or severe injuries of vulnerable roadway users by 2030.

◆

Implement all of the appropriate recommendations from leading advocacy organizations community evaluations.

◆

Enhance opportunities for people with disabilities to walk, roll, cycle, and use micromobility services and other innovative mobility technologies to the greatest extent possible.

EXECUTIVE SUMMARY

In 2003, the City of Fayetteville adopted the Fayetteville Alternative Transportation & Trails (FATT) Plan, which laid out a vision for the development of a city-wide trail system. The FATT Plan was developed through an extensive public input process which resulted in a comprehensive set of goals and objectives. At the time the FATT Plan was developed, Fayetteville had not yet committed to building the Scull Creek Trail that has become the backbone of our trails system. The FATT Plan served as a catalyst to initiate large-scale trail development and brought greater awareness of the benefits of alternative transportation networks.
In April 2015, The City Council adopted the original version of this plan – the Active Transportation Plan (ATP) by resolution. The ATP set forth a vision and a roadmap for measuring success, and it provides the general parameters for the prioritization and design of bicycle and pedestrian infrastructure without prescribing solutions for specific projects. The 2015 ATP has served as a guiding document in the seven year since its adoption.
This 2022 update the ATP builds on lessons learned and incorporates the recent developments and changes in best practices in Active Transportation planning. This plan's updated goals emphasize equity, safety and accessibility for all ages and abilities.

"Fayetteville's culture of active transportation plays a critical role in promoting our city's economic viability as well as the health and well being of all our residents."

-Mayor Lioneld Jordan

INTRODUCTION
Executive Summary



WHAT IS ACTIVE TRANSPORTATION?

Active transportation is any form of human powered transportation, e.g., walking, cycling, using a wheelchair, in-line skating or skateboarding.

WHAT IS MULTI-MODAL TRANSPORTATION?

Multi-modal refers to a range of mobility options; vehicular traffic, public transit, walking, bicycling and ride sharing that are effectively integrated to provide a high degree of accessibility for all users.

WHAT ARE ACTIVE TRANSPORTATION NETWORKS?

Just as motorized transportation networks connect destinations with an interconnected system of roadways, active transportation networks use trails sidewalks, bikeways and low stress streets to allow people to move freely and safely through a community without an automobile. Active Transportation planning should focus on providing maximum connectivity for all potential users while minimizing exposure to traffic risks.

INTRODUCTION
Community Development Pattern Chart

Completely automobile dependent communities share many of the same characteristics; lack of pedestrian connectivity and non-vehicular infrastructure, increased per capita travel mileage, increased vehicle traffic and associated costs, economic and social disadvantages for non-drivers, reduced diversity and fewer opportunities for education, employment and recreation.

The following table shows the relationships between built environment for supporting an auto-dependent or multi-modal transportation based community.



AUTOMOBILE DEPENDENT COMMUNITY		MULTI-MODAL TRANSPORTATION COMMUNITY
High per capita car ownership	CAR OWNERSHIP	Medium per capita car ownership
High per capita motor vehicle mileage	VEHICLE TRAVEL	Medium to low motor vehicle mileage
Automobile traffic is prioritized over pedestrian and bicycle use	PRIORITY OF TRAVELERS	Non-drivers are prioritized and their needs merit significant consideration
Generous supply, free	PARKING	Moderate supply, priced appropriately in high destination areas
Maximum traffic speeds	TRAFFIC SPEEDS	Lower traffic speeds

INTRODUCTION
Community Development Pattern Chart

AUTOMOBILE DEPENDENT COMMUNITY		MULTI-MODAL TRANSPORTATION COMMUNITY
Low with common destinations dispersed from residential areas	LAND USE DENSITY	Medium to high with common destinations and clustered residential areas
Primarily single use development patterns	LAND USE MIX	Abundance of mixed-use development patterns
Large amounts of land devoted to roads and parking	LAND AREA FOR TRANSPORTATION	Medium amounts of land devoted to roads and parking
Parking is placed in front of buildings	SITE DESIGN	Buildings are placed at the street with parking behind or at the side





INTRODUCTION
Community Development Pattern Chart

AUTOMOBILE DEPENDENT COMMUNITY		MULTI-MODAL TRANSPORTATION COMMUNITY
Streets designed primarily for automobile traffic	STREET DESIGN	Streets designed to support multiple modes and users
Large scale streets and blocks	STREET SCALE	Medium to small streets and blocks
Low levels of street connectivity with abundant cul-de-sacs	STREET CONNECTIVITY	High levels of street connectivity with numerous intersections
Walking can be hazardous and is primarily undertaken by those unable to afford a car	WALKING	Walking is pleasurable on most public streets and is a safe and efficient alternative to driving for many daily activities
Non-drivers are a small minority with little political influence	PLANNING PRACTICES	Planning places a high value on transportation modal diversity





THE PLANNING PROCESS

The ATP has been developed with information gathered from a wide variety of planning studies and public input over time. This plan recognizes that exceptional bicycle and pedestrian planning, design and implementation occurs at many levels and is influenced and guided by a variety of plans, policies and advocates. In developing the Active Transportation Plan, staff incorporated data, best practices and input from a wide variety of sources including:

- 2003 Fayetteville Alternative Trails and Transportation Plan
- Recommendations from the League of American Bicyclists
- Recommendations from the NWA Bicycle and Pedestrian Plan developed with help from Alta Planning for the NWA Regional Planning Commission and endorsed by the Fayetteville City Council
- City Plan 2040 and the City of Fayetteville's Master Street Plan
- Specific neighborhood plans adopted by the City, including: Walker Park, Fayette Junction and the Wedington Corridor Plan
- The City of Fayetteville's annual sidewalk plan developed by the Public Works Department
- The 2018 Mobility Plan
- Generous public input from participants in the above plans, programs, and policies
- The Active Transportation Advisory Committee including 5-year trail prioritization plan

CITY PLAN 2040
FAYETTEVILLE, ARKANSAS

BICYCLE FRIENDLY COMMUNITY
GOLD
THE LEAGUE OF AMERICAN BICYCLISTS

NWA Regional Planning Commission

FAYETTEVILLE MOBILITY

741

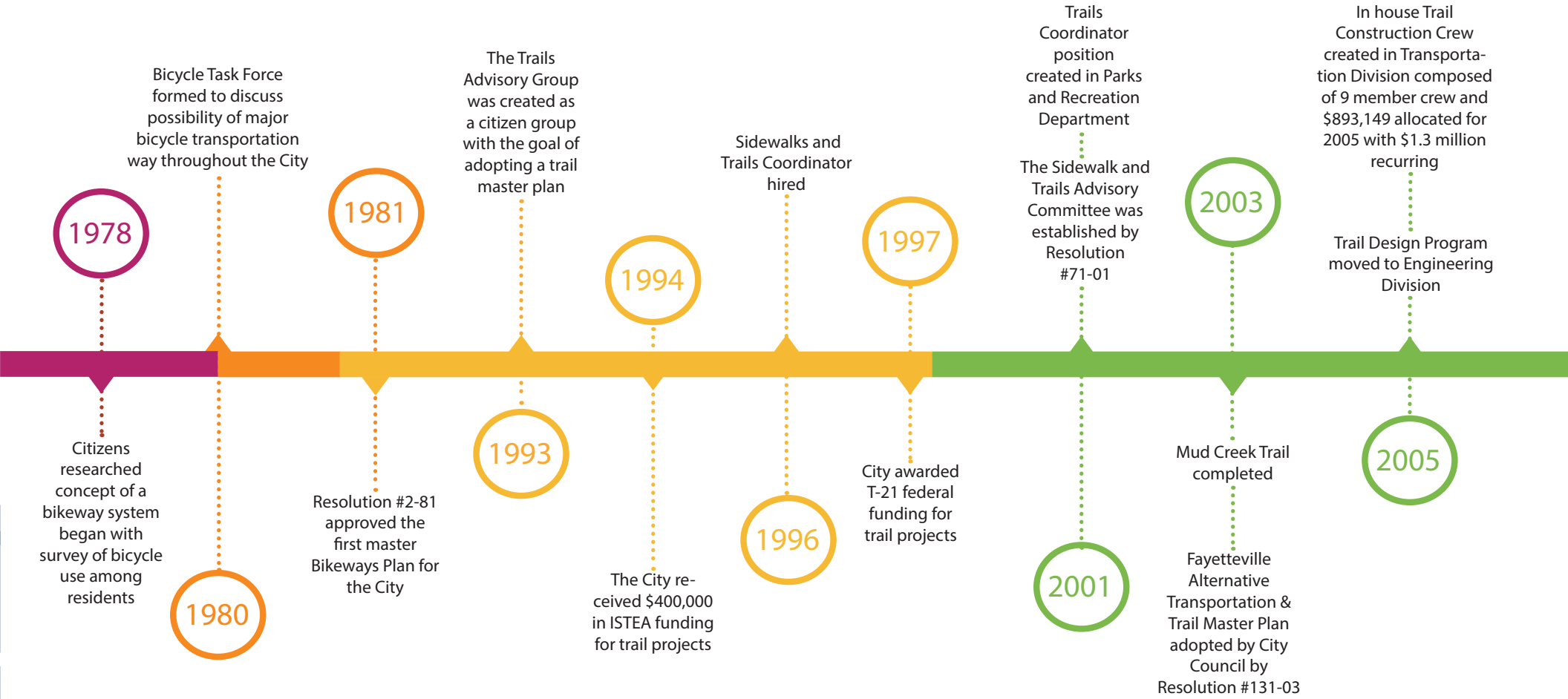
THE AVERAGE NUMBER OF USERS ON A RAZORBACK GREENWAY EACH AND EVERY DAY.*



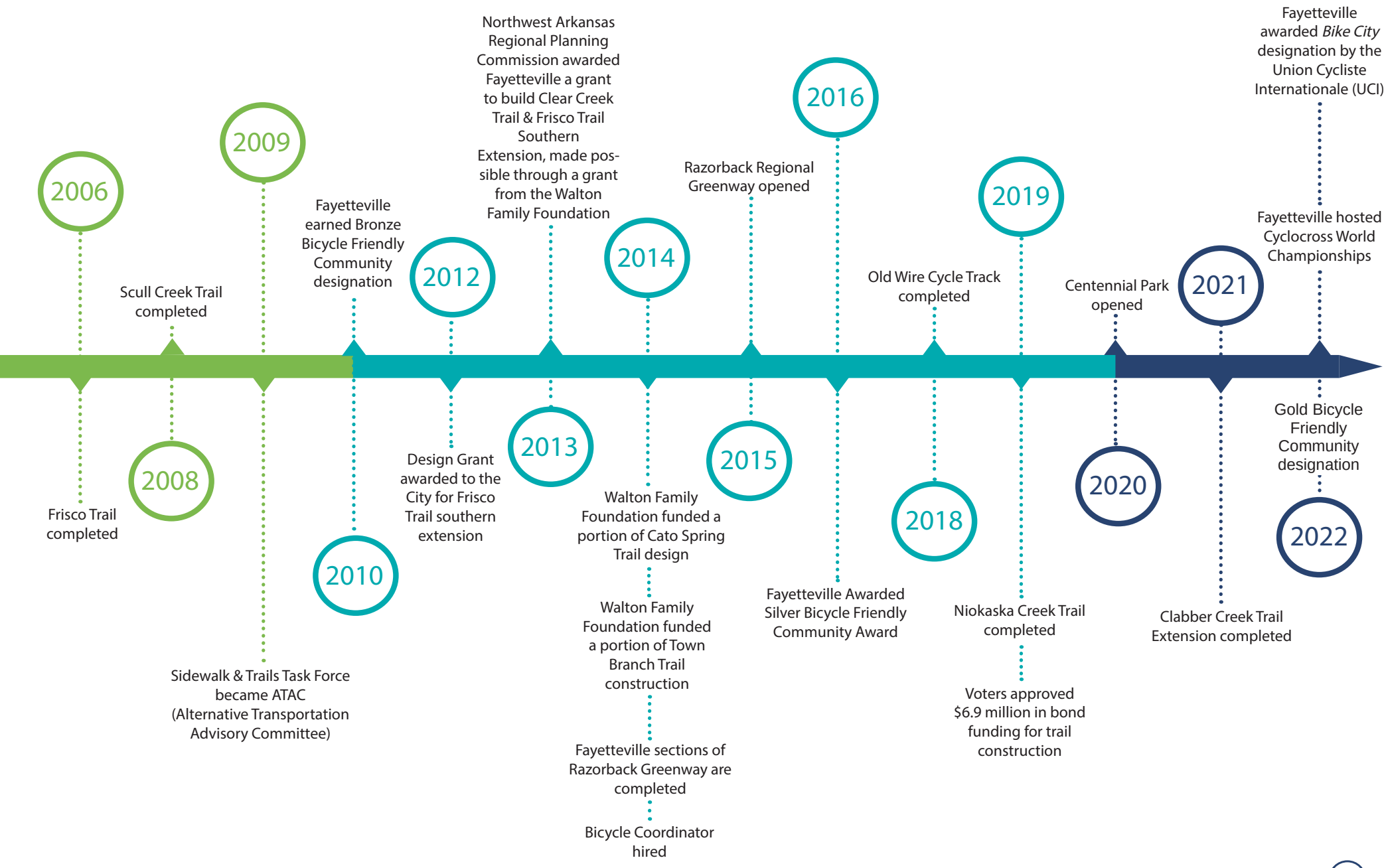
*City of Fayetteville Trail Count Data (2021)

PROGRESS AND TIMELINE

The City of Fayetteville has made enormous progress in the development of bicycle and pedestrian infrastructure since the adoption of the FATT Plan in 2003. Some notable accomplishments include: the completion of Scull Creek Trail in 2008 that serves as the backbone of the City's trail system and became part of the Razorback Regional Greenway in 2015, the adoption of a complete street policy through the adoption of a Master Street Plan and complete street cross-sections in 2005, the completion of the Dickson Street enhancement project in 2004. Fayetteville has earned numerous awards including a silver Bicycle Friendly Community designation from the League of American Bicyclists, ranked in the top 10 Bike City designation from People for Bikes and was named the first official Bike City in the US by the International Cycling Union.



BACKGROUND
Progress and Timeline



EXISTING CONDITIONS

As of 2022, Fayetteville's pedestrian network is made up of 435 miles of existing public sidewalks and 52 miles of existing shared-use paved trails. The sidewalk map shows where existing sidewalks are located and where gaps exist. Each year Capital Improvement Program funds are allocated for an annual sidewalk budget in the City's Public Works Department for sidewalk construction and maintenance. Additional funding also comes through local bond funding and State and Federal grants. Construction of sidewalks is required for most new development along public streets.

The 2018 Mobility Plan included a sidewalk and trail prioritization and evaluating matrix. This approach considers the relative benefits of each proposed project including gap closures, equity, economic benefit and well as construction feasibility. This data-driven approach helps guide decisions from staff, citizen committees and elected officials to determine which sidewalk and trail projects are selected for each year's work plans.





FAYETTEVILLE is considered a hilly city . . .

a **STEEP** slope for a multi-use trail is **5%** or more.



FAYETTEVILLE'S TRAIL SYSTEM has an average slope of **2.2%**

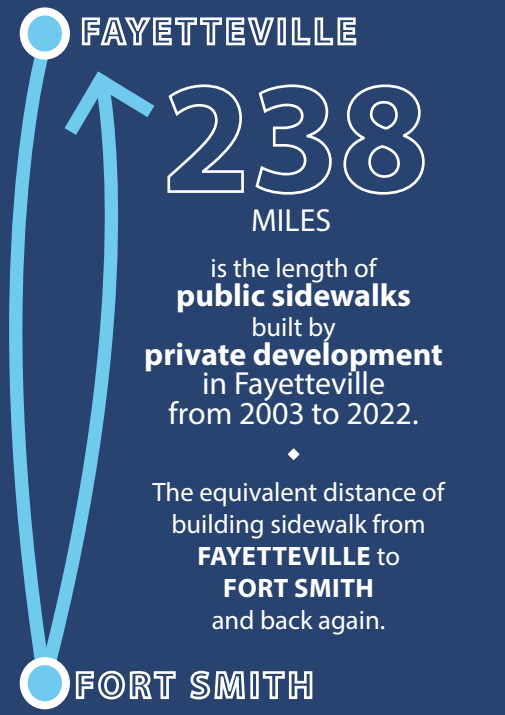
GIS Division. City of Fayetteville. (2014).

BACKGROUND
The Pedestrian Network

IT IS IMPORTANT TO LOOK AT EACH ACTIVE TRANSPORTATION MODE IN DETAIL IN ORDER TO UNDERSTAND HOW IT FITS INTO THE LARGER MULTI-MODAL TRANSPORTATION NETWORK.

THE PEDESTRIAN NETWORK

Presently, Fayetteville's pedestrian network is made up of 435 miles of existing public sidewalks and 52 miles of existing shared-use paved trails. Geographic Information System (GIS) mapping is used to identify where existing sidewalks are located and where gaps exist. Traditionally, Capital Improvement Program funds have been allocated for an annual sidewalk budget in the City's Transportation Department to build new sidewalks or to rebuild and replace existing damaged or inadequate sidewalks. Additional funding has also come through State and Federal grant for sidewalk construction. Construction of sidewalks is required for most new development along public streets. As a result of this requirement, 238 miles of sidewalks were built from 2003 to 2022 by private developers. This plan provides the framework for identifying and prioritizing sidewalk improvements in the future. Future sidewalk planning will emphasize improving connectivity throughout the existing network by connecting densely populated areas to key destinations such as parks, schools and businesses.



Sidewalk Coordinator, City of Fayetteville



WEST AVE
before reconstruction



WEST AVE
during reconstruction

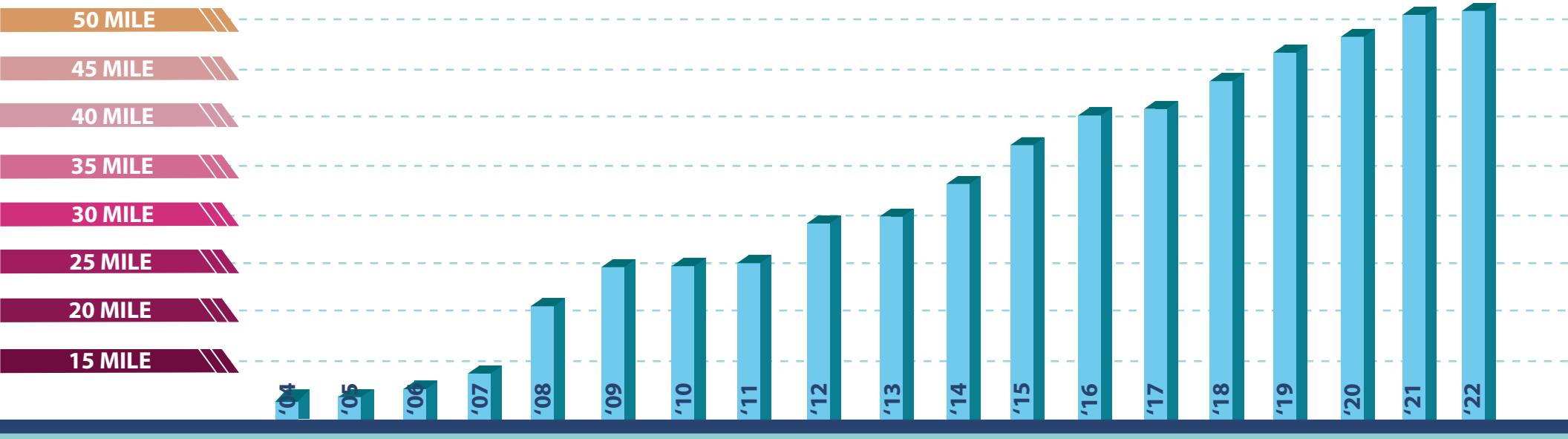


WEST AVE
after reconstruction

BACKGROUND
Shared-Use Paved Trails

Shared-use paved trails, are the centerpiece of Fayetteville's active transportation network. Share-use paved trails offer complete separation from traffic and provide a comfortable experience for users of all kinds. Shared-used paved trails can also offer more direct routes than street networks which sometimes do not connect in ways useful for people walking or riding bicycles.

Construction costs associated with shared-use paved trails are considerable. Much like our sidewalk program, trails are funded through dedicated Capital Improvement Project funds and additional public and private grant sources. Privately built trails cost upwards of $300 per linear foot or $1.6 million per mile. The City of Fayetteville's in-house design and construction model delivers trail projects at approximately 50 percent of the cost of those built by private contractors. Despite the high cost the return-on-investment in these trails has show to be positive. In a 2018 report funded by the Walton Family Foundation showed that bicycling brought more than $137 million in economic benefits* to Northwest Arkansas annually. The annual economic benefits associated with the regional trail network are equivelant to the cost of 85 miles of shared use paved trail each year.

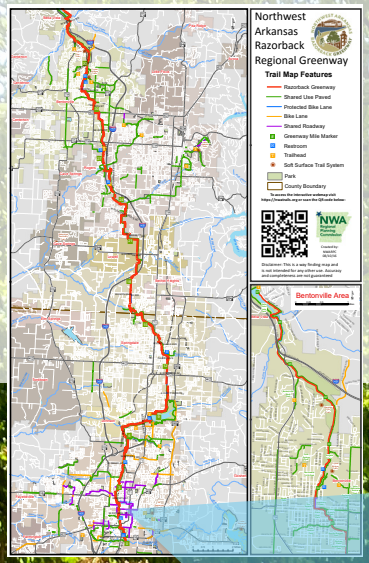


TRAIL AND SIDE PATH CONSTRUCTION MILEAGE OVER THE PAST 18 YEARS.

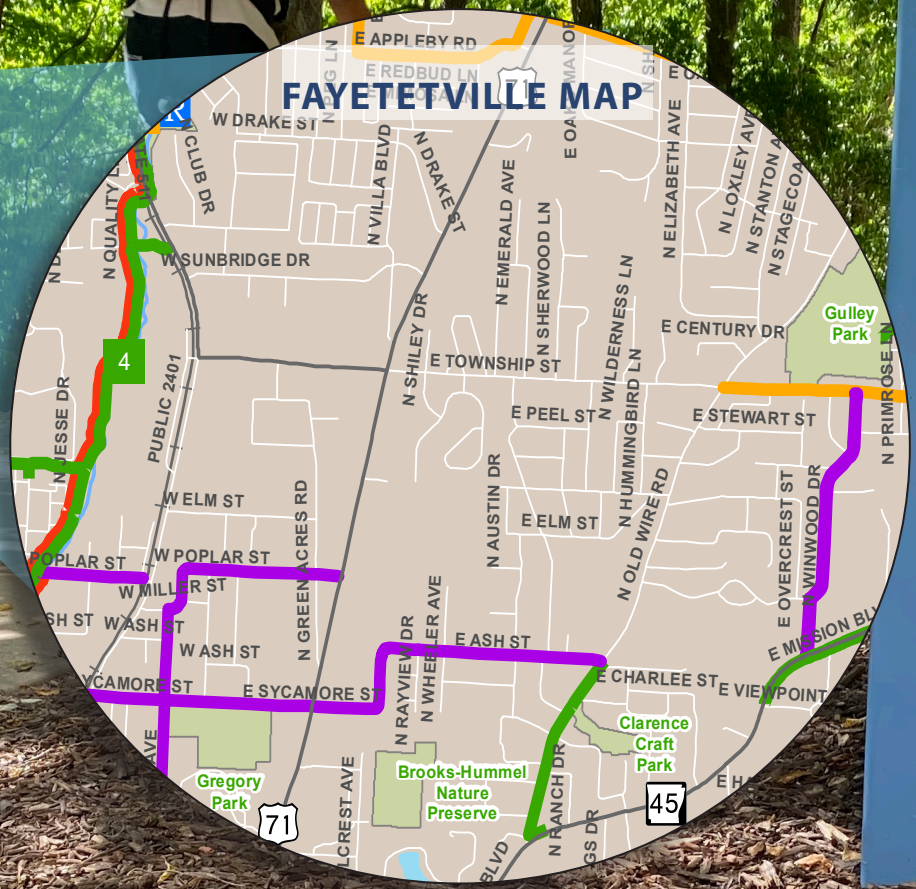
* https://www.waltonfamilyfoundation.org/our-work

BACKGROUND
Razorback Regional Greenway

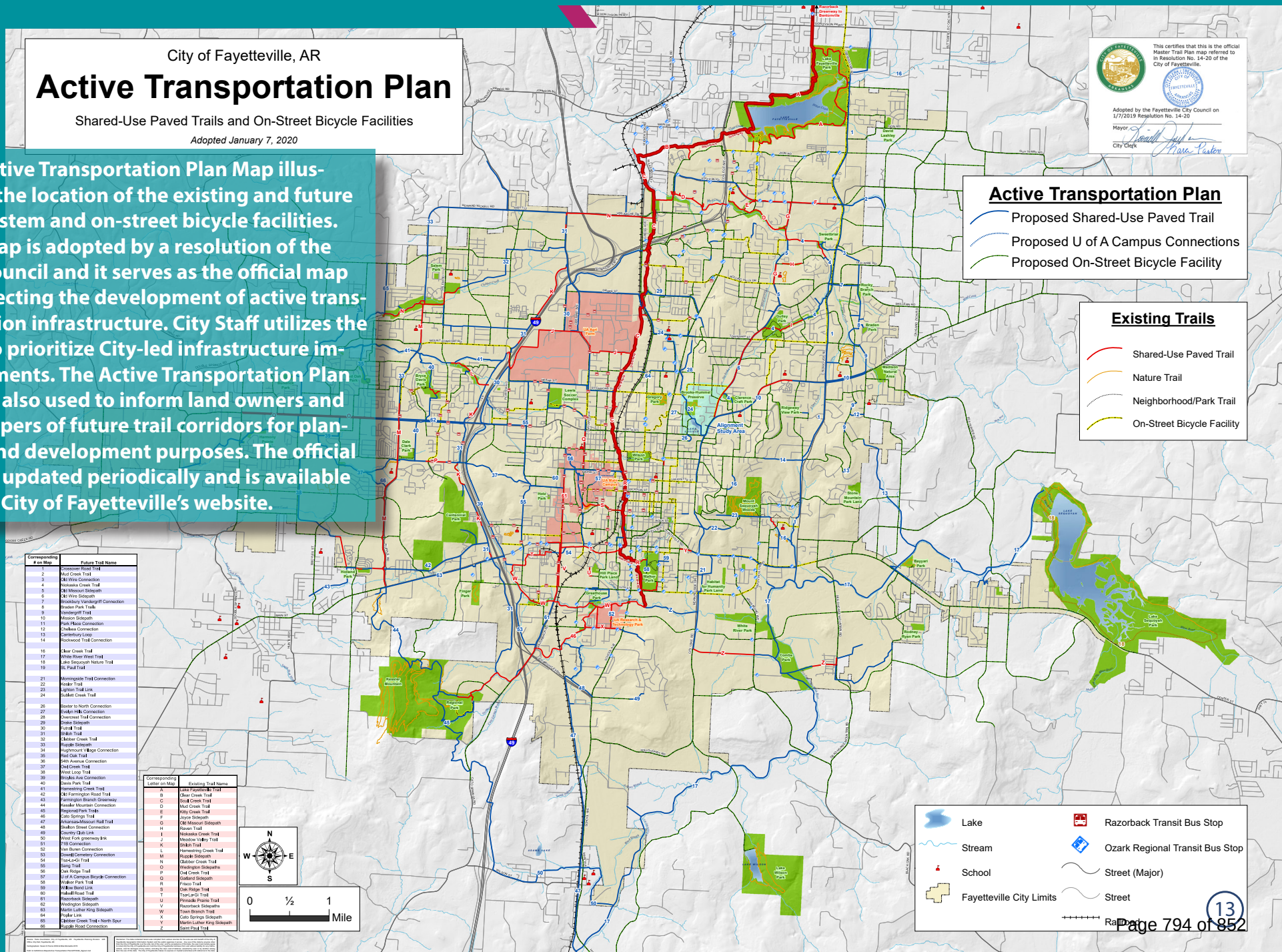
RAZORBACK REGIONAL GREENWAY MAP



The Razorback Regional Greenway is a 40-mile shared-use paved trail that includes more than 11.5 miles of Fayetteville's locally built trails and serves as the primary active transportation corridor for the region. The Razorback Regional Greenway opened in the spring of 2015 and spans across six municipalities, connecting dozens of popular community destinations. A Federal Department of Transportation TIGER grant was matched by the Walton Family Foundation to secure $38 million to fund construction of the regional portions of the Greenway.



BACKGROUND
Active Transportation Plan Map



The Active Transportation Plan Map illustrates the location of the existing and future trail system and on-street bicycle facilities. This map is adopted by a resolution of the City Council and it serves as the official map for directing the development of active transportation infrastructure. City Staff utilizes the map to prioritize City-led infrastructure improvements. The Active Transportation Plan Map is also used to inform land owners and developers of future trail corridors for planning and development purposes. The official map is updated periodically and is available on the City of Fayetteville's website.

BACKGROUND
Types of Bicycle Riders

Since the adoption of the 2015 Active Transportation Plan new research and guidance from the National Association of City Planning Officials (NACTO) the Federal Highway Administration and others has shifted the standards and best practices for on-street bicycle infrastructure. In order to attract new users, bicycle infrastructure must be appropriate for All Ages and Abilities. This philosophy means creating a low-stress network of streets and providing greater protection and buffer space from vehicular traffic to accommodate people who do not feel safe sharing the road with automobiles.

Percentages from the Federal Highway Department show how people interested in riding bicycles vary in their comfort levels in various street environments.

PERCENT BREAKDOWN RIDERSHIP INTEREST

25%

DOES NOT RIDE A BIKE

People who do not ride bikes.



59%

INTERESTED BUT CONCERNED

Bicyclists who would like to ride but are concerned about safety.



12%

SOMEWHAT CONFIDENT

Bicyclists who will ride on most streets, but prefer trails or streets with bicycle infrastructure.



4%

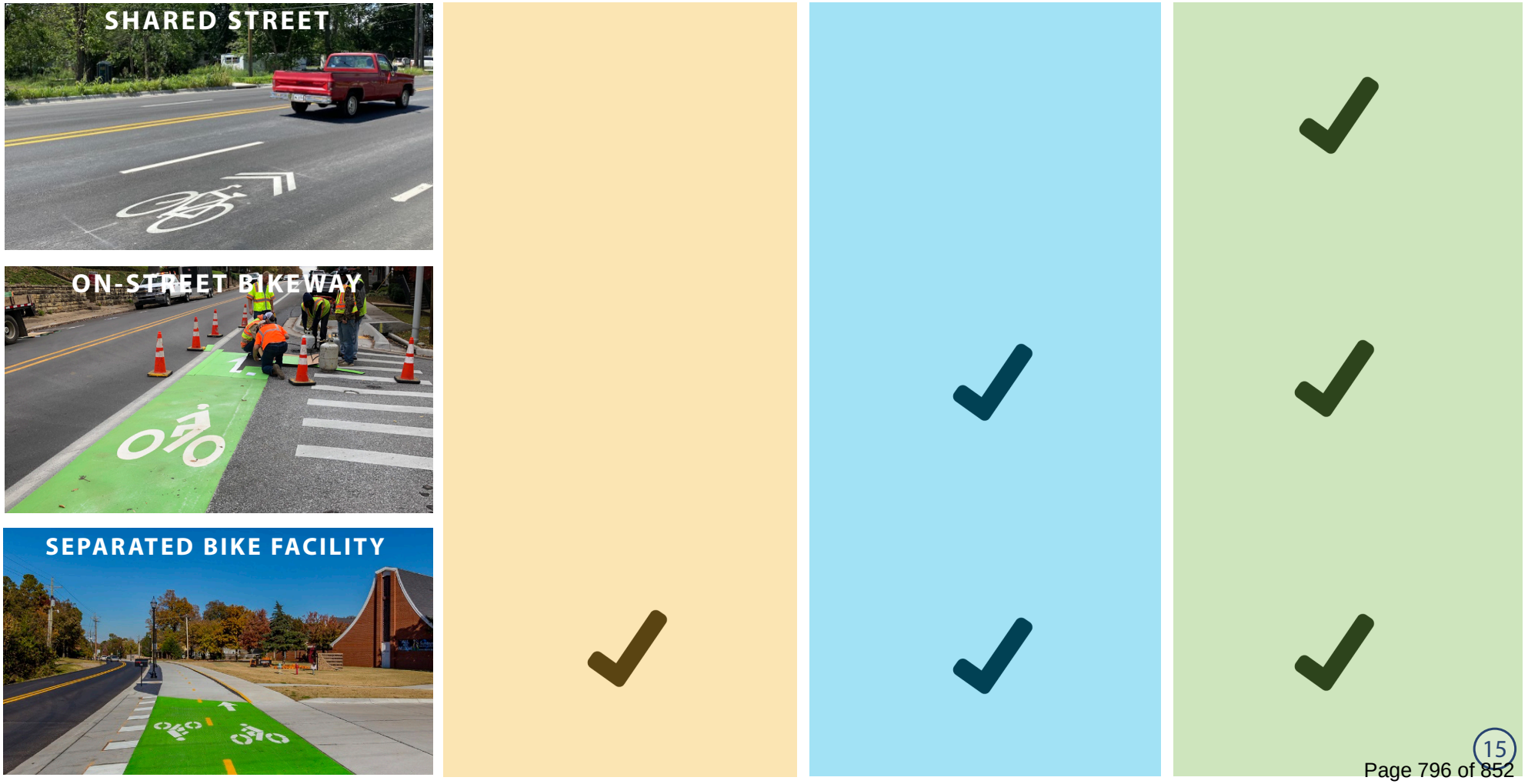
HIGHLY CONFIDENT

Bicyclists who are willing to ride on almost any type of steet.



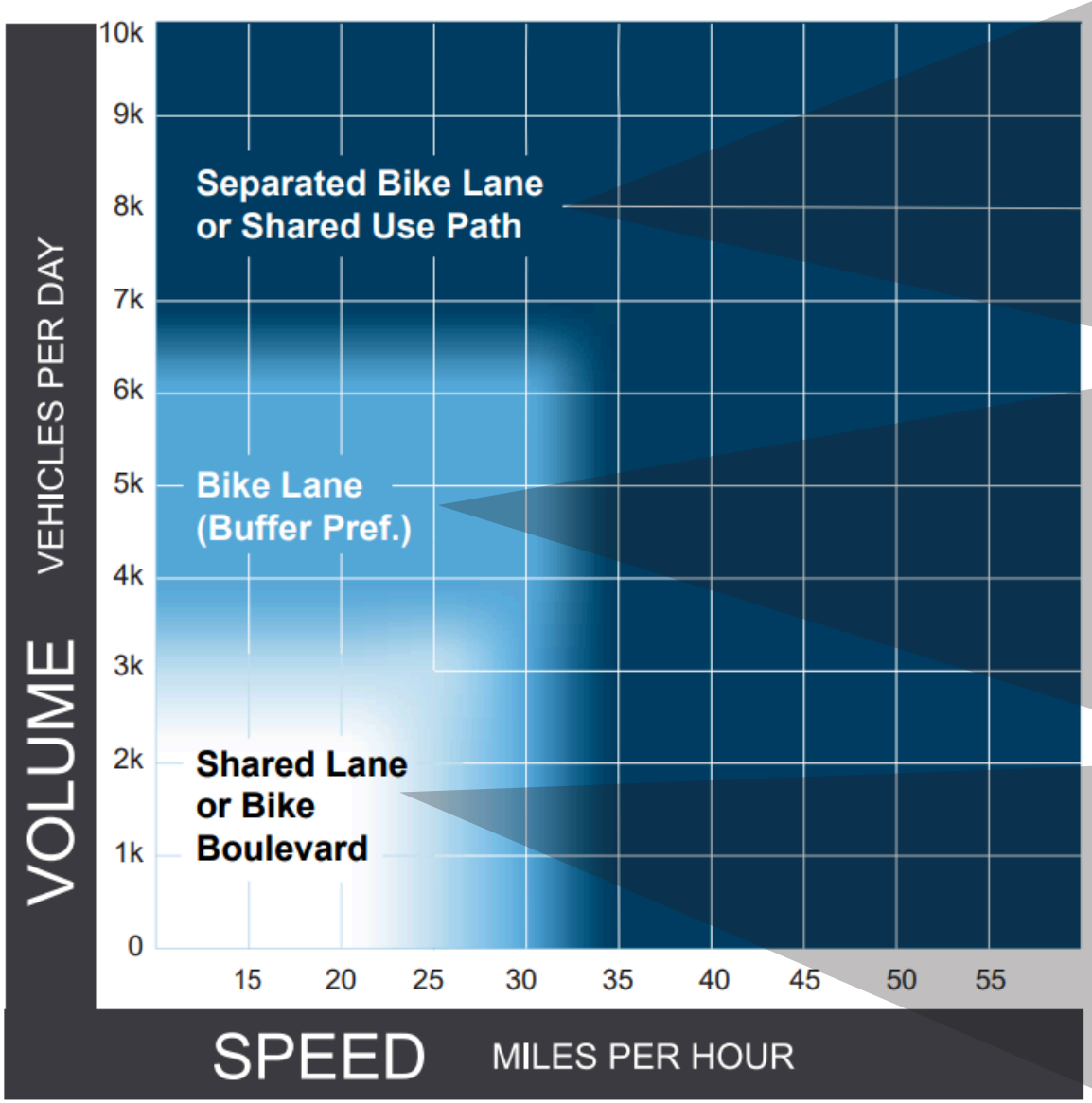
BACKGROUND
Bicycle Network Types

Traditional 5-foot bike lanes can be useful in certain applications such as climbing lanes; however, a single line of paint is generally not adequate in providing the safety and comfort to accommodate riders of all ages and abilities. Future on-street bikeways should incorporate best practices for better seperation for people riding bikes from fast moving traffic. When street widths are constrained two-way bike facilities should be considered. Vertical physical protection, curbs, buffer spaces, green paint, markings in intersections and conflict areas area all useful in increasing safety and comfort for people riding bikes on streets.



BACKGROUND
Bicycle Network Types

TYPES OF STREET TREATMENT









US Department of Transportation, *Federal Highway Administration*
https://safety.fhwa.dot.gov/ped_bike/tools_solve/docs/fhwasa18077.pdf

BACKGROUND
Transit

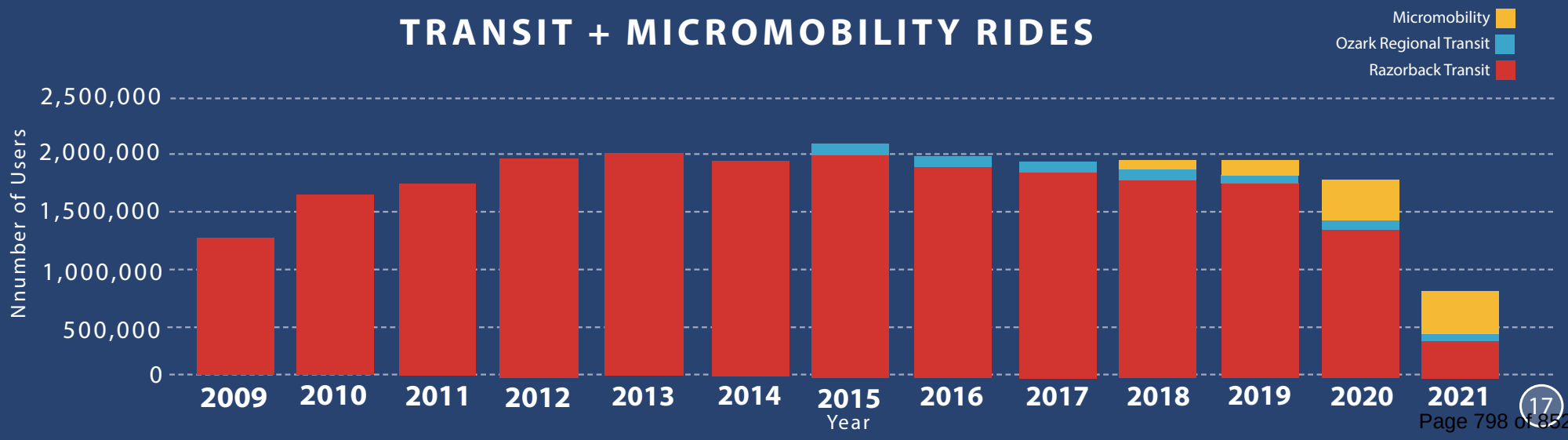
TRANSIT + MICROMOBILITY

Fayetteville is served by two public transit agencies, Razorback Transit and Ozark Regional Transit. Both agencies are totally fare-free for everyone. Funding for the transit agencies comes from a variety of federal, state, and local sources. Razorback Transit ridership surpassed 2 million rides in 2015 but has declined in subsequent years, and in 2020 ridership fell by more than 50% due largely to the COVID 19 Pandemic. Ridership is rebounding, however travel patterns have changed with the introduction of micromobility.

Micromobility refers to the use of a range of small shared or privately-owned mobility devices such as electric scooters and bicycles. Micromobility has grown in popularity in Fayetteville with the launch of bike share in 2018 and with subsequent electric scooter shared programs. Fayetteville's paved trails and large student population has attracted investments from micromobility industry. In 2021 nearly half-million rides were taken using Fayetteville shared electric scooter programs. E-Scooters are not fully considered to be active transportation, but these vehicles offer a crucial last mile connection for multi modal trips and encourage new users to explore Fayetteville's trails and bikeways.

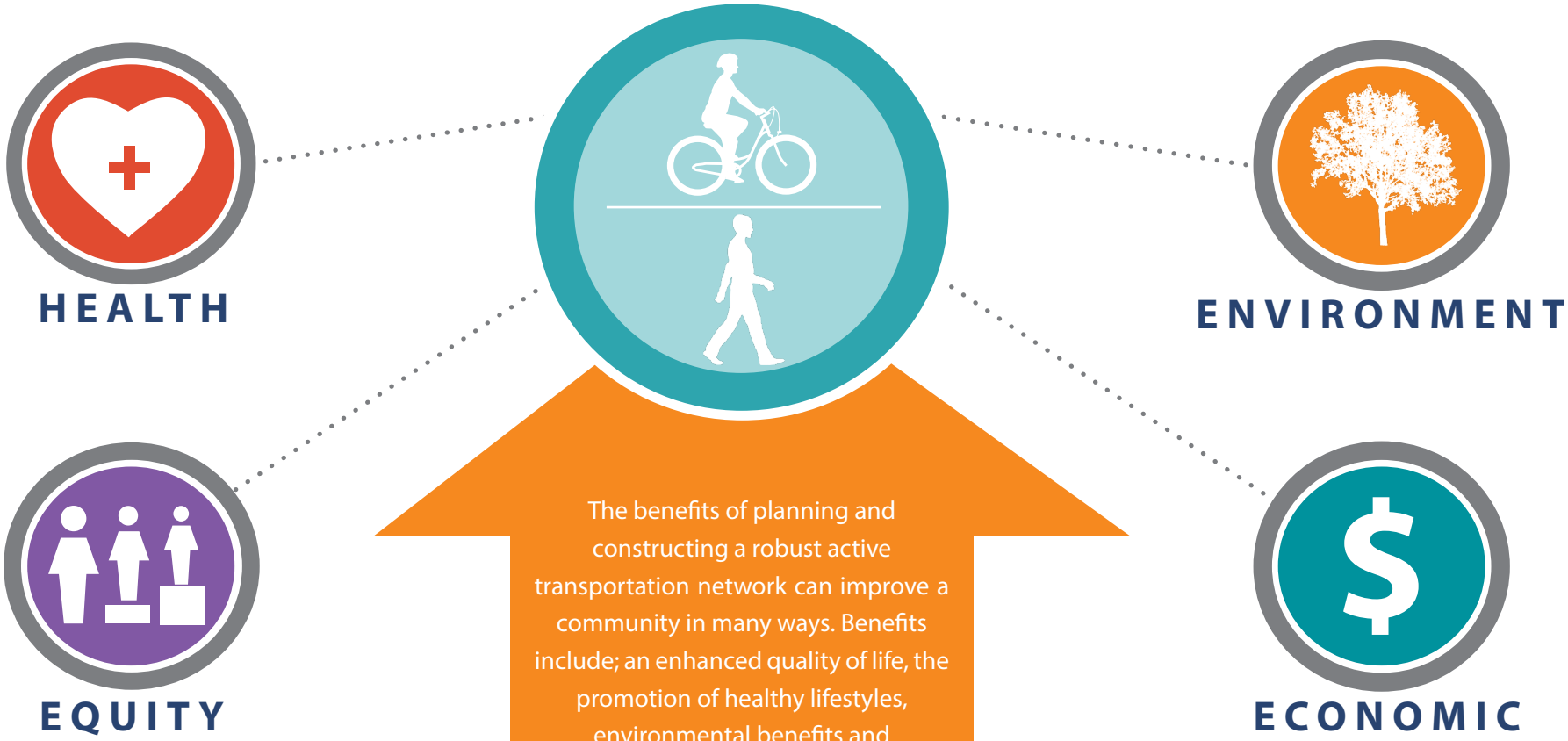


TRANSIT + MICROMOBILITY RIDES



ACTIVE TRANSPORTATION BENEFITS
Transportation Benefits of Biking and Walking

BENEFITS OF A BICYCLE AND PEDESTRIAN PLAN



13 = THE NUMBER OF POUNDS THE AVERAGE PERSON WILL LOSE IN THEIR FIRST YEAR OF BIKING TO WORK





Outdoor Foundation. (2010).

ACTIVE TRANSPORTATION BENEFITS
Transportation Benefits of Biking and Walking

HEALTH

THE PROMOTION OF HEALTHY LIFESTYLES

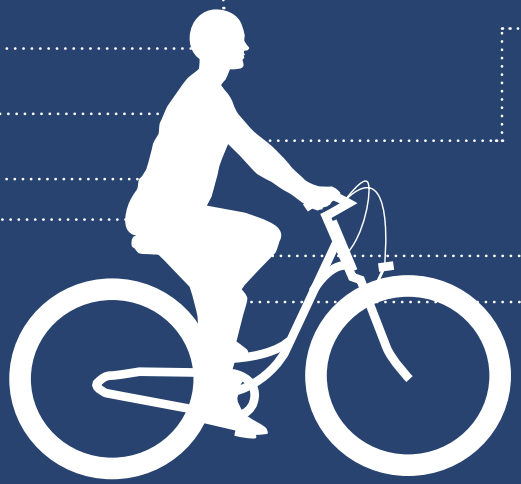
Bicycling and walking bring innumerable benefits to an individual's physical, mental and emotional well-being. Americans are increasingly aware of the link between transportation choices and health, and people value neighborhoods that are conducive to bicycling and walking as a form of exercise and transportation. The built environment is key to providing individuals with transportation choices and options. Fayetteville's commitment through City Plan 2040 to promote infill development, discourage sprawl and develop a livable transportation network acknowledges this link between the built environment and healthy lifestyles.

mental health
Cycling has a relaxing effect due to uniform movement which stabilizes physical and emotional functions. It reduces anxiety, depression and other psychological problems.

balance
Cycling produces the balance between exertion and relaxation which is important for the body's inner equilibrium.

back pain
Cycling posture is optimum, and the cyclic movement of the legs stimulates muscles in the lower back.

heart
All the risk factors that lead to a heart attack are reduced. Regular cycling reduces the likelihood of heart attack by more than 50%.



waistline
Cycling is ideal for targeting problem areas. It enables people who can not move easily to exercise. It increases fitness and stimulates the body's fat metabolism.

muscles
A week of inactivity reduces the strength of the muscular system by up to 50% and can harm muscles long-term. During cycling, most of the body's muscles are activated.

coordination
Moving both feet around in circles while steering with both your hands and your body's own weight is good practice for your coordination skills.

joints
The circular movement of cycling assists the transport of energy and other metabolic producers to the cartilages, reducing the likelihood of arthrosis.

Davis, Cavill. (2007). "Cycling and Health: what's the evidence?" *Cycling England*

ACTIVE TRANSPORTATION BENEFITS
Transportation Benefits of Biking and Walking

EQUITY

ACTIVE TRANSPORTATION FOR EVERYONE.

Safe enjoyable places to walk and ride bicycles should be inclusive and easy to access for all. Investments in sidewalks, trails, crosswalks and bikeways should be made equitably with considerations for demographic factors such as neighborhood income levels, racial diversity, and language. Fayetteville's poverty rate of 22.9%. reflects a large number of low-income residents. According to a 2016 Community survey,* lower income residents are less likely to own automobiles and are more likely to walk or bike for daily transportation needs. Continued and sustained investments are needed for underserved, low-income and minority neighborhoods to reduce disparities in health and economic outcomes for disadvantaged residents.





* *https://www.fayetteville-ar.gov/3215/Community-Survey*

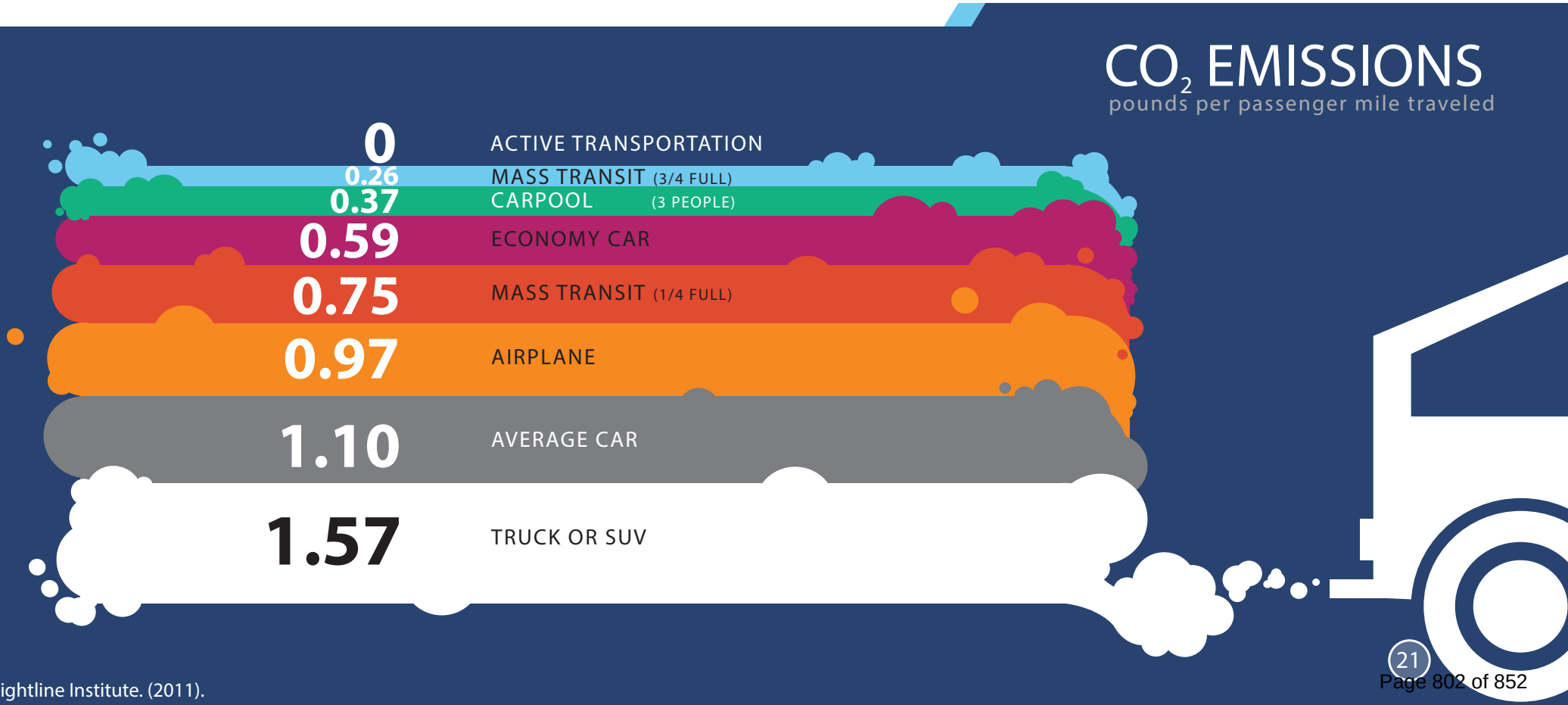
ACTIVE TRANSPORTATION BENEFITS
Transportation Benefits of Biking and Walking

ENVIRONMENT

ENVIRONMENTAL BENEFITS FOR THE COMMUNITY

An accessible active transportation network is essential for an environmentally sustainable community. According to 2019 data from the U.S. Environmental Protection Agency the transportation sector contributes 29% of all greenhouse gas emissions with signal occupancy vehicles having the most emissions be mile traveled.

Active transportation also helps to address land use challenges by reducing the amount a space needed to be paved for parking lots and roads. A typical automobile parking space is large enough to park 20 bicycles.



Sightline Institute. (2011).

ACTIVE TRANSPORTATION BENEFITS
Transportation Benefits of Biking and Walking

ECONOMIC

ECONOMIC RESILIENCY BENEFITS FOR THE COMMUNITY

Economic resiliency is a key benefit of having a robust active transportation network. Economic resiliency can be measured broadly, at the community level, or narrowly as the benefits and costs to an individual or family.

The Housing and Transportation (H+T) Index established by the Center for Neighborhood Technology measures average housing and transportation costs as a percentage of income. The average Fayetteville household spends 24% of its income on transportation. Fayetteville's data compares favorably to relative transportation costs other parts of Arkansas such as Russellville (31%) or Fort Smith (29%).

Housing prices are also positively correlated with walkability. Recent studies of the popular walkability metric "Walk Score" have shown that a one-point increase in a property's Walk Score will increase a property's average value by $3,250 or .9 percent.

Local economies are impacted negatively by the high transportation costs associated with an automobile-oriented land use and transportation network. Multi-modal transportation systems that include extensive active transportation components are less expensive to construct, operate and maintain.

The average annual operating cost of a **BICYCLE** is **$308** $

26X less

than that of a **VEHICLE** **$8,220** $$$$$$$$$$$$$$$$$$$$

LOCAL ECONOMY PAYBACK

TRAIL SYSTEMS HAVE THE POTENTIAL TO RETURN $3 IN REVENUE FOR EVERY $1 IN EXPENDITURE.

The Razorback Greenway cost approximately **$30 million** to complete and could generate **$100 million** in sales revenue at local shops, restaurants and hotels.

(Chuck Fink, president of Alta/Greenways)



PRIMARY GOAL

The Active Transportation Plan (ATP) has been developed through numerous planning and visioning exercises both locally and region wide. The ATP proposes to consolidate and summarize all of the various alternative transportation planning processes, policies and programs with the following vision statement:

"Fayetteville endeavors to develop and promote an interconnected and universally accessible network of sidewalks, trails and on-street bicycle facilities that encourage citizens to use active/non-automotive modes of transportation to safely and efficiently reach any destination."



PLAN GOALS

1. STRIVE TO CREATE AN EQUITABLE MULTI-MODAL TRANSPORTATION SYSTEM FOR ALL AGES AND ABILITIES.
2. BUILD A PAVED TRAIL CONNECTION WITHIN A TEN-MINUTE WALK OF EVERY RESIDENCE BY 2040.
3. ENCOURAGE NEW PARTICIPATION IN ACTIVE TRANSPORTATION - GATHER AND EVALUATE DATA TO TRACK TRENDS AND MEASURE SUCCESS
4. ZERO FATALITIES OR SEVERE INJURIES OF VULNERABLE ROAD USERS BY 2030.
5. IMPLEMENT ALL OF THE APPROPRIATE RECOMMENDATIONS FROM LEADING ADVOCACY ORGANIZATIONS COMMUNITY EVALUATIONS.
6. ENHANCE OPPORTUNITIES FOR PEOPLE WITH DISABILITIES TO WALK, ROLL, CYCLE, AND USE MICROMOBILITY SERVICES AND OTHER INNOVATIVE MOBILITY TECHNOLOGIES TO THE GREATEST EXTENT POSSIBLE.

GOAL 1

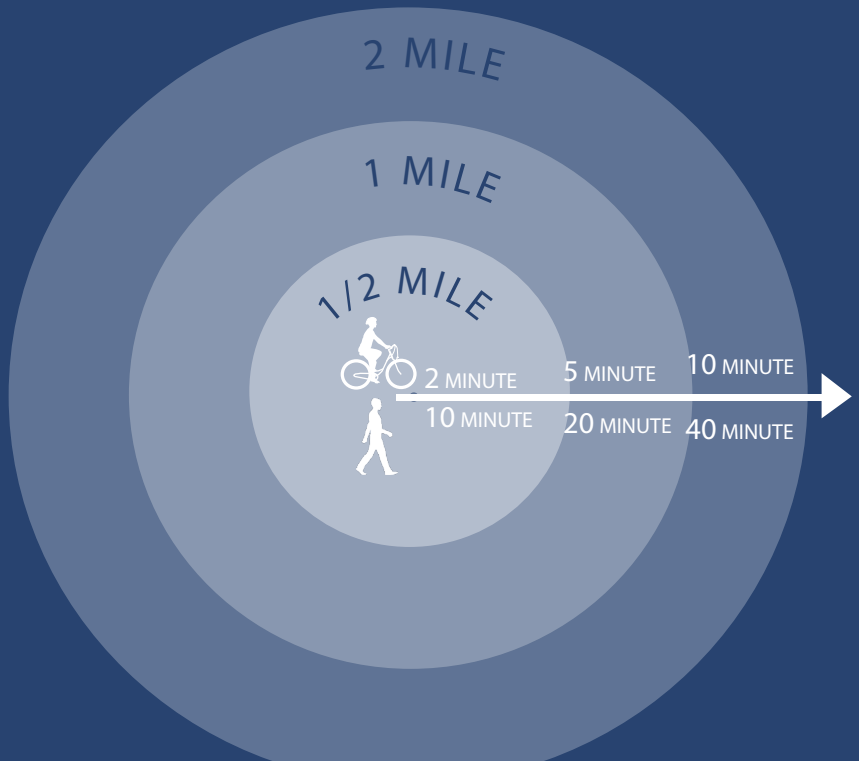
STRIVE TO CREATE AN EQUITABLE MULTI-MODAL TRANSPORTATION SYSTEM FOR ALL AGES AND ABILITIES.

Developing an equitable multi-modal transportation system means everyone having the freedom to safely move throughout the city using any transportation mode of choice. City Plan 2040's goal of creating a "Livable Transportation Network" and the City's adopted complete street policy, public street cross-sections and Master Street Plan. Multi-modal refers to a range of mobility options; vehicular traffic, public transit, walking, bicycling and ride sharing that are effectively integrated to provide a high degree of accessibility for all users. A multi-modal transportation system has several significant benefits for the community including: promoting an active and healthy lifestyle, expanding mobility options for all users, reducing overall travel costs for residents and providing environmental benefits through the reduction of traffic congestion and associated air pollution. Success in this goal area can be quantified by measured increases in bike and pedestrian trips using trail counts, community surveys and by achieving a more balanced mode share between automotive, walking, biking, transit and other modes of travel.



GOAL 2 BUILD A PAVED TRAIL CONNECTION WITHIN A TEN-MINUTE WALK OF EVERY RESIDENCE BY 2040.

The previous version of the ATP set a goal of building a trail within a half mile of every resident. This updated goal of building a connected trail within a 10-minute walk of every residence takes into account barriers such as street connectivity and waterways that can block access to trails for residents even when within a half mile of a trail. This goal emphasizes need for greater connectivity and the benefits of small trail and sidewalk projects that can connect people to the larger network. Once completed, the Fayetteville trail system will include approximately 100 miles of shared-use paved trails. The pedestrian shed maps show the current conditions and models of future proximity as the trail network is built out. At the current rate of trail construction, it is estimated the City will have achieved this goal by 2040. This goal is essential to ensuring that the trails system and its benefit are inclusive for all residents regardless of the location of their residence. Success will be measured through locational data collected by the City of Fayetteville Geographic Information Systems Division.



WHAT IS A PEDESTRIAN SHED ?

A pedestrian shed is the linear distance that a typical pedestrian can walk in a given amount of time. Generally, this distance is 1/2 mile in 10 minutes.

IDEAL TRIPS

for bicycling and walking are those that are **3 miles or less.**



a **cyclist** can complete a **3 mile bike ride** in approximately **15 minutes**

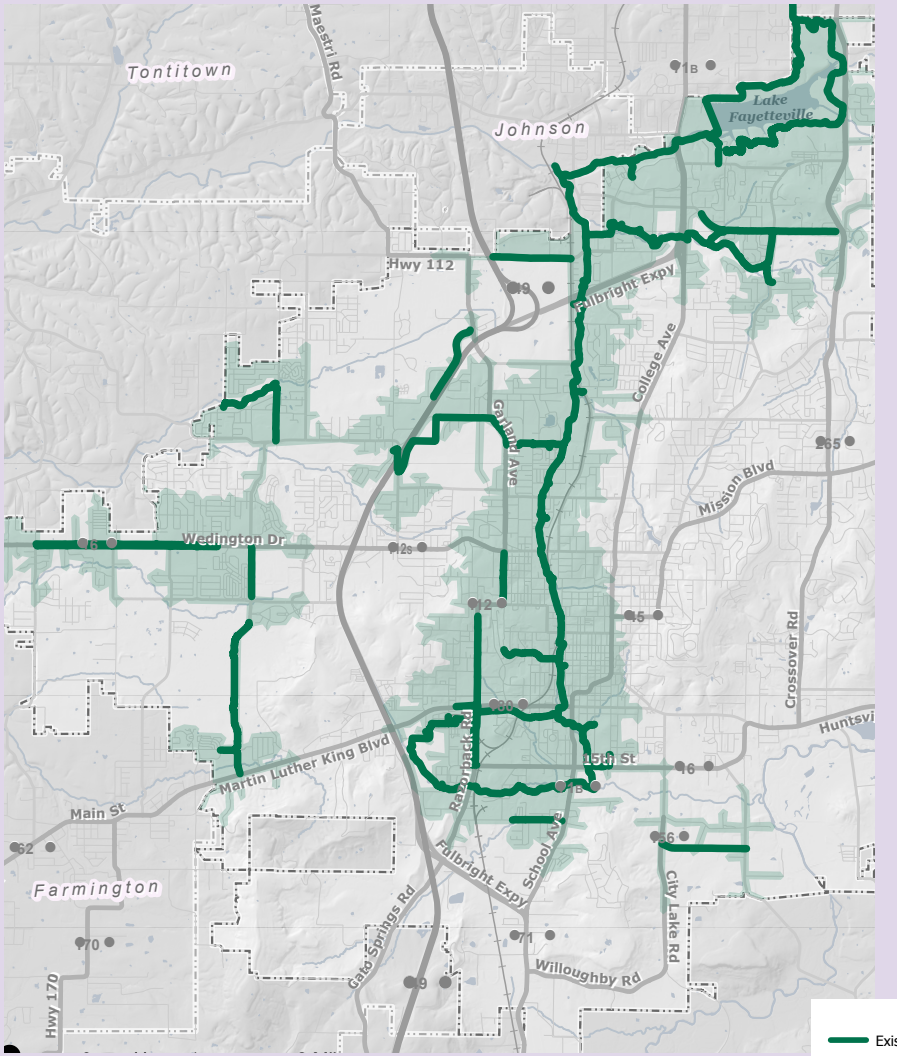
and



a **pedestrian** can **walk ½ mile** in **10 minutes**

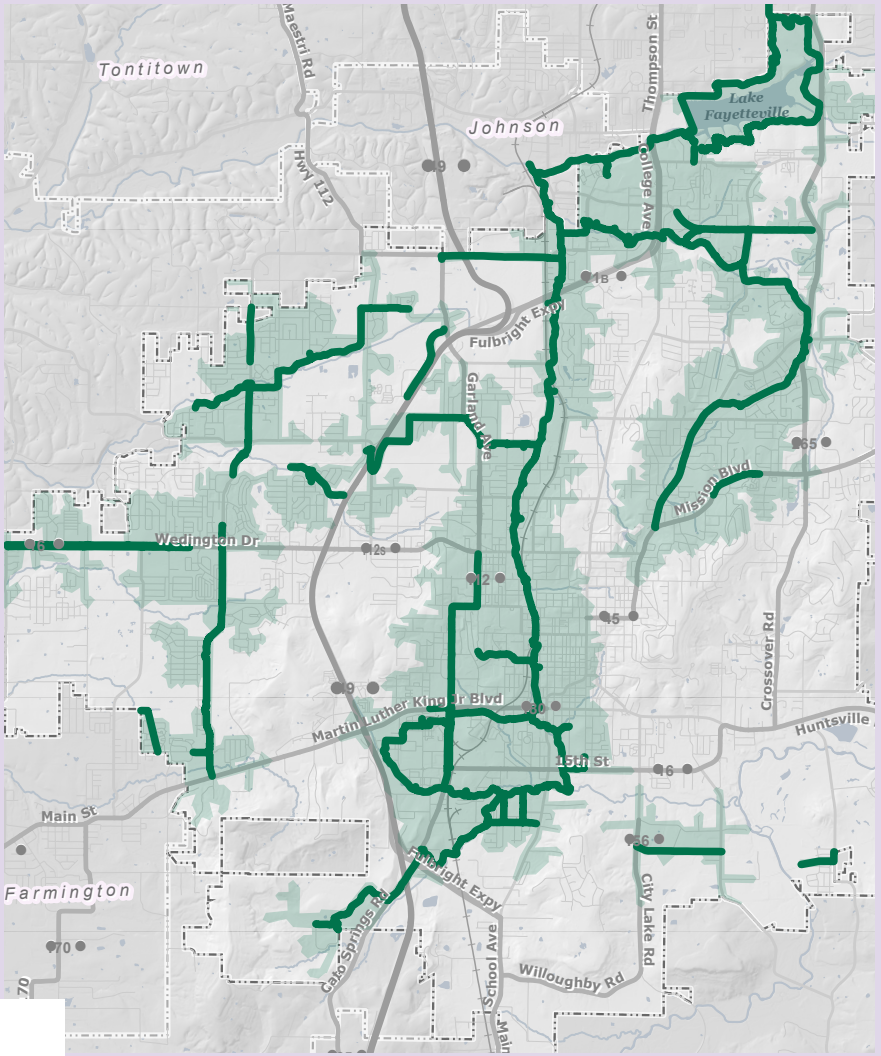
TRAIL SYSTEM IN 2017

58% of the Fayetteville's residents lived within a 10-minute walk of the trail system.



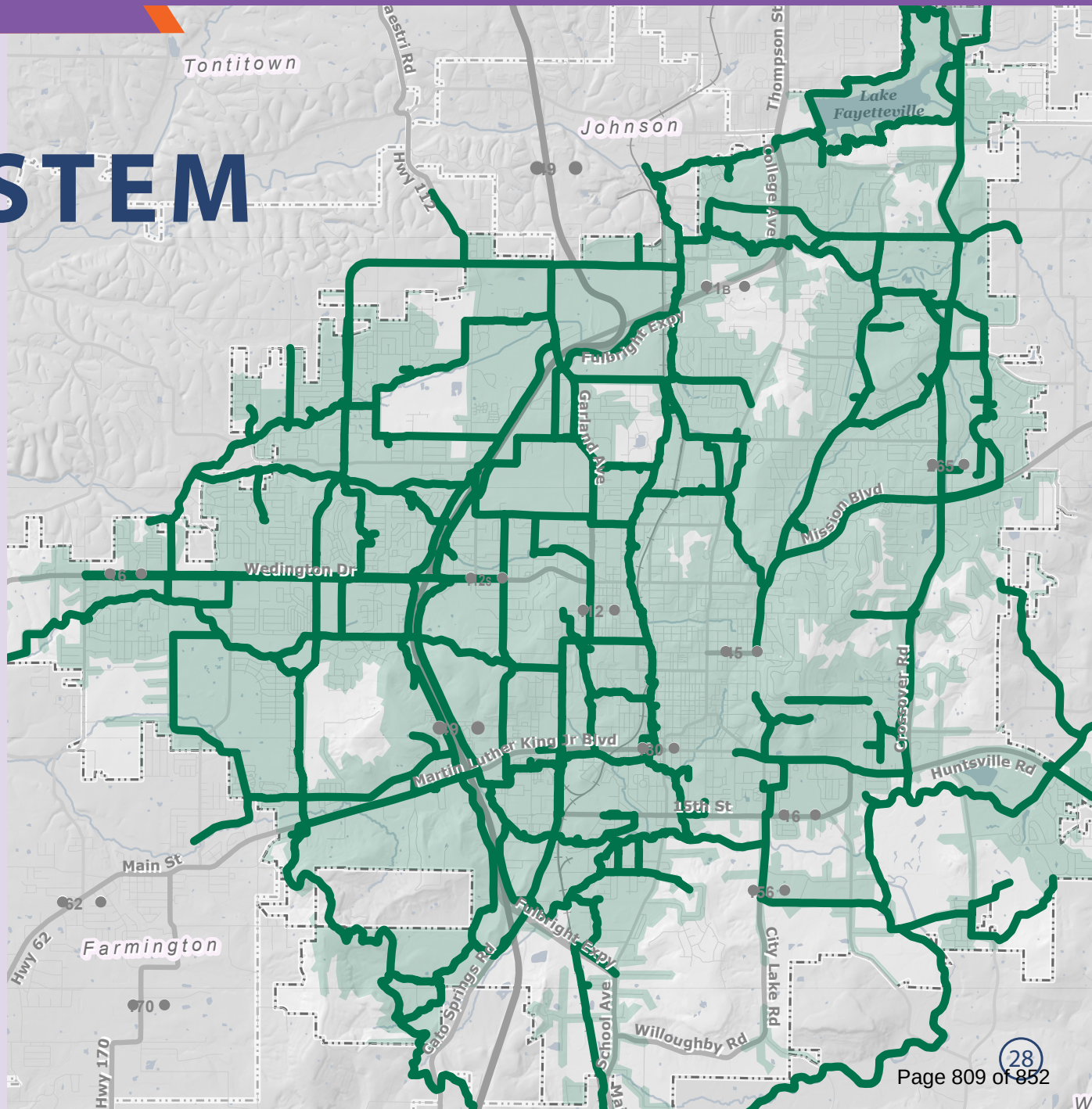
TRAIL SYSTEM IN 2022

68% of the Fayetteville's residents live within a 10-minute walk of the trail system.



2040 TRAIL SYSTEM

97% of the population will live within 10 minute walk of all proposed trails.



GOAL 3 ENCOURAGE NEW PARTICIPATION IN ACTIVE TRANSPORTATION - GATHER AND EVALUATE DATA TO TRACK TRENDS AND MEASURE SUCCESS

Fayetteville can grow the popularity of active transportation, by providing a variety of opportunities and incentives for people walking and riding bikes. Efforts such as celebration of National Bike Month, Bike-to-Work Day, Walk-to-School Days, community bike maps, route finding signage, bicycle-themed celebrations and rides and commuter challenges can all help to engage and educate new bike, transit and walking commuters.

Metrics are essential for measuring success. Infrastructure can be measured in miles of new sidewalks, trails and bike lanes but it is equally important to measure the number of residents served by this infrastructure and community-wide usage. Trail counters, surveys as well as geospatial mapping technology can all be used to tell the story of how people move throughout Fayetteville's active transportation network.

GOAL 4 ZERO FATALITIES OR SEVERE INJURIES OF VULNERABLE ROAD USERS BY 2030.

Vulnerable Roadway Users are people who are unprotected without physical separation from the roadway. Most often these individuals are engaged in active transportation - walking, biking, or other non-automotive transportation.

Collisions involving Vulnerable Roadway Users and vehicles too often result in tragedy. Between 2011 and 2021 Fayetteville saw 244 pedestrian injuries and 16 fatalities. Equity and safety intersect on this topic as Vulnerable Roadway Users are disproportionately people of color, minorities and low-income residents.

Fayetteville's rate of pedestrian fatalities is typical for an American community of its size however there is clearly work to be done in making our streets safer, especially for those most vulnerable. New approaches to road design and building a safer transportation system are needed to reduce and eliminate traffic related injuries and fatalities.

GOAL 5

IMPLEMENT ALL OF THE APPROPRIATE RECOMMENDATIONS FROM LEADING ADVOCACY ORGANIZATIONS COMMUNITY EVALUATIONS.

The League of American Bicyclists evaluates communities' bike friendliness based on five categories Engineering, Education, Equity, Encouragement and Evaluation; this broad set of criteria is known as the 5 E's. Since first earning a bronze Bicycle Friendly Community designation in 2010 Fayetteville improved its designation to silver in 2016, achieved gold in 2022 and will strive for a platinum award designation in the future. In 2017 the national bike advocacy group People for Bikes began ranking "bike cities" in North America based on bike network connectivity and community surveys. Fayetteville has consistently ranked among the top U.S. cities including a #8 overall ranking in 2020.

These programs recognize cities for successful efforts and provide critical feedback to identify weaknesses and areas for improvement. Implementing the recommendations from these leading organizations is key to improving bicycling in our community as well as earning community accolades.

GOAL 6

ENHANCE OPPORTUNITIES FOR PEOPLE WITH DISABILITIES TO WALK, ROLL, CYCLE, AND USE MICROMOBILITY SERVICES AND OTHER INNOVATIVE MOBILITY TECHNOLOGIES TO THE GREATEST EXTENT POSSIBLE.

The Census Bureau defines disability as a long-lasting sensory, physical, mental, or emotional condition or conditions that make it difficult for a person to do functional or participatory activities such as seeing, hearing, walking, climbing stairs, learning, remembering, concentrating, dressing, bathing, going outside the home, or working at a job. Nearly 10% of Fayetteville residents have at least one disability. While this is lower than the nation average of 12.6%, disabilities are very prevalent in our community.

Designing and planning for those with disabilities is an essential component of building a community that allows all people, not just the able-bodied, to enjoy mobility and the freedom to move throughout their environment. It is critical for the City to take steps to prevent and remove unnecessary barriers to mobility in the public right of way and work with developers, businesses and transportation agencies to comply with ADA laws and to pursue innovative and accessible mobility options for all.

** Civilian noninstitutionalized population. Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates.*

https://www.disabled-world.com/disability/statistics/scc.php



THE "5 E" RECOMMENDATIONS

from the

LEAGUE OF AMERICAN BICYCLISTS

EQUITY, DIVERSITY & INCLUSION	A bicycle friendly America for everyone
ENGINEERING	Creating safe and convenient places to ride and park
EDUCATION	Giving people of all ages and abilities the skills and confidence to ride
ENCOURAGEMENT	Creating a strong bike culture that welcomes and celebrates bicycling
EVALUATION & PLANNING	Planning for bicycling as a safe and viable transportation option

WALKABILITY

Urban density is the first key to walkability.

On average Fayetteville's population density is a relatively sparse 1,555 people per square-mile.

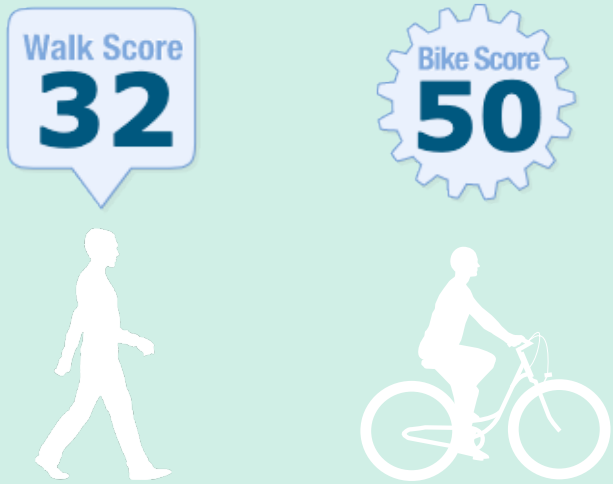
Fayetteville's population density and associated walkability is not evenly distributed across all areas of town. Fayetteville's core downtown and University-adjacent neighborhoods have connected sidewalks combined with significant concentration of housing, employment and commercial activity. These core areas of Fayetteville have Walk Scores above 80 and are categorized as "very walkable". In Fayetteville's most sparsely-populated areas Walk Scores are in the single-digits and are considered almost entirely car dependent.



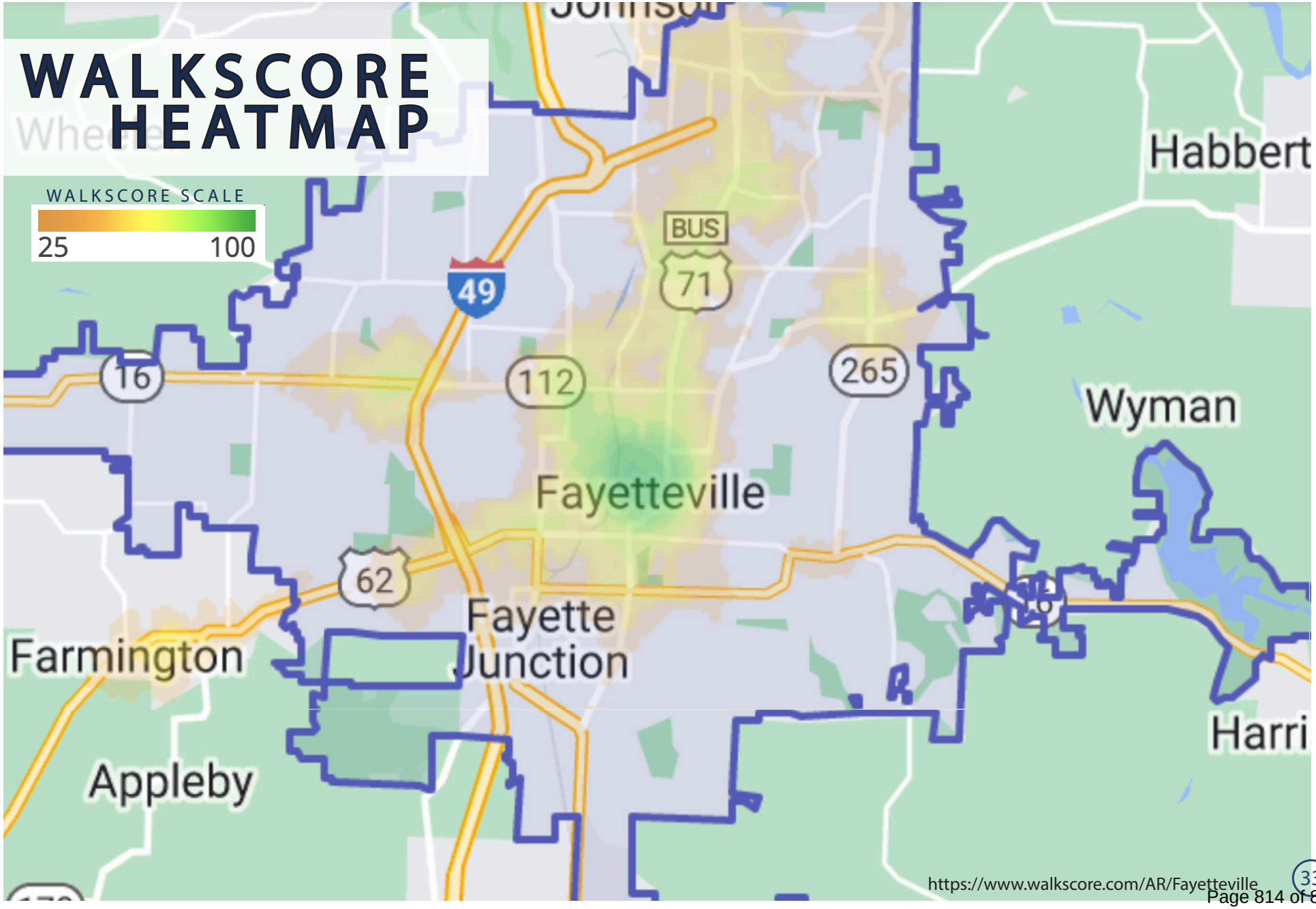
Walk Score®

Walk Score is a measure of walkability based on population density, the number of destinations within walking distance of a particular address or within a neighborhood/city.

FAYETTEVILLE'S COMMUNITY WALK SCORE IS 32 OUT OF 100 PLACING IT IN THE "CAR DEPENDENT" COMMUNITY CLASIFICATION.



PEDESTRIAN RECOMMENDATIONS



WALK SCORE

Regardless of how densely or sparsely populated an area may be, safe enjoyable and direct walking routes are essential for the mobility and wellness of every Fayetteville resident. Every Fayetteville resident should enjoy a safe walking environment starting from the street in front of their home.

An appropriate walking environment can sometimes be achieved on low-volume residential streets. But most streets need pedestrian infrastructure including high-quality, accessible connected sidewalks and frequent safe crossings along roadways with higher speeds and volume of automobile traffic.

The City's Public Works Department builds and maintains all of Fayetteville's sidewalk infrastructure that falls within the public right-of-way. A portion of the Capital Improvement Project budget is allocated annually for sidewalk construction and repair. The Public Works Department develops an annual sidewalk plan that is presented for approval from the Active Transportation Advisory Committee (ATAC) and the City Council. Sidewalk projects are prioritized based on a scoring system that weighs a wide variety of factors including proximity to schools and the safety, economic and equity benefits relative to the cost of each project.

Real-estate developers are generally required to build sidewalks when constructing residential or commercial projects in Fayetteville's planning jurisdiction. The City's minimum street standards vary depending on street classification and dictate the standards to which developers must build sidewalks. In recent years minimum street standards have been updated to make sidewalks wider with greater amounts of greenspace separation between sidewalks and the street.



PLANNING

Sidewalks serve as vital conduits for pedestrian movement and access. In highly walkable places sidewalks can activate the street by providing pedestrian space for social interactions and economic activity. Highly walkable places are comfortable and encourage walking with a dense mixture of land uses and building types in spaces that were designed at a human scale. This can be difficult to achieve in suburban places that were designed at the automobile scale, with wide streets, large building setbacks and an overabundance of surface parking lots. However, even highly suburban places may be retrofitted, densified and redeveloped into highly walkable places over time. This type of transformation is ambitious but possible with strong leadership, smart investment and sound planning. Planning for highly walkable development is prioritized in Fayetteville's comprehensive plan, City Plan 2040, with goals of promoting density through rezoning and infill development, discouraging sprawl, making traditional town form the standard and growing a livable transportation network. The following action steps should guide the planning process as it relates to pedestrian infrastructure.

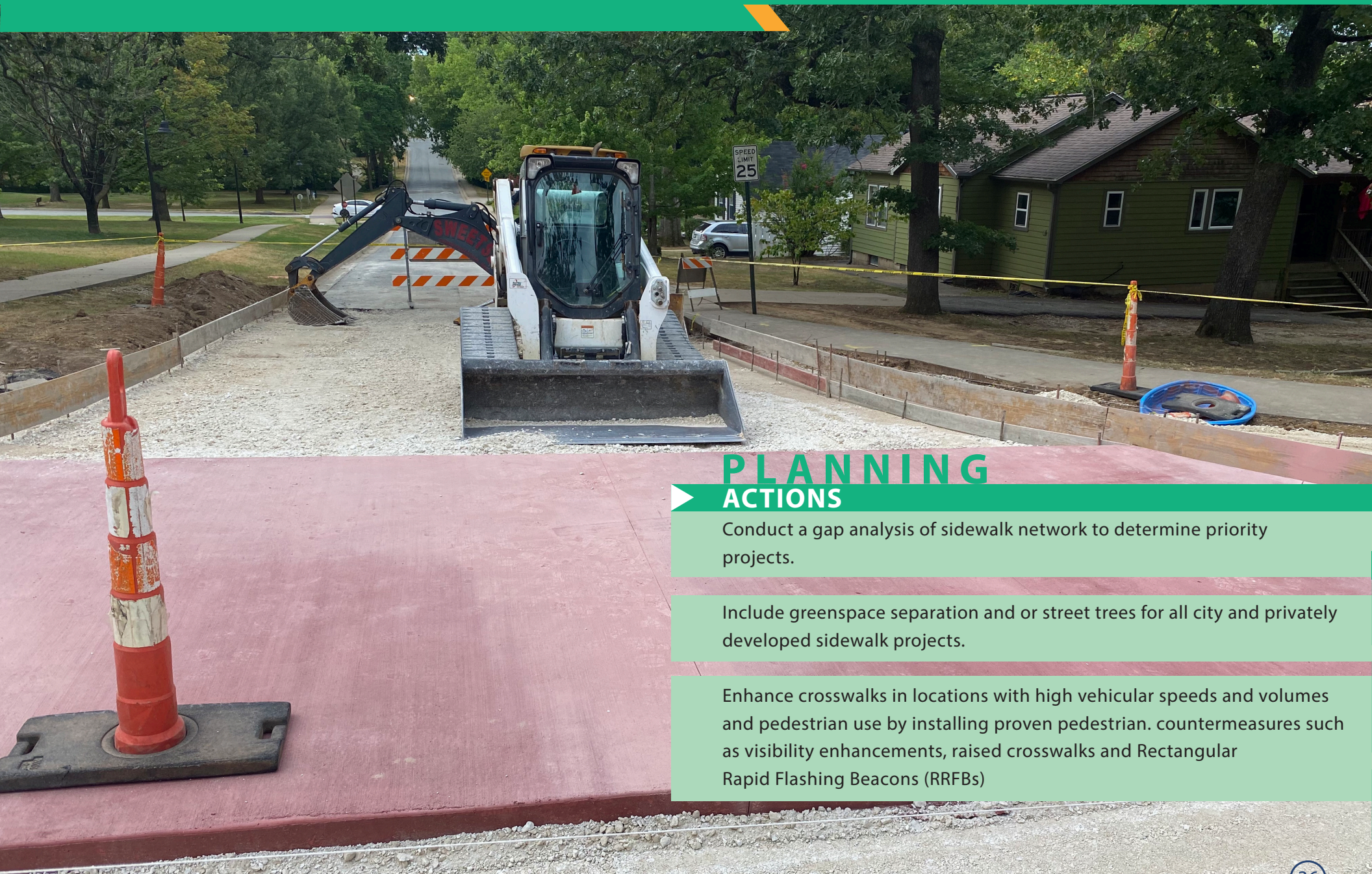


LAFAYETTE ST + COLLEGE AVE
2015



LAFAYETTE ST+ COLLEGE AVE
2022

PEDESTRIAN RECOMMENDATIONS



PLANNING

ACTIONS

Conduct a gap analysis of sidewalk network to determine priority projects.

Include greenspace separation and or street trees for all city and privately developed sidewalk projects.

Enhance crosswalks in locations with high vehicular speeds and volumes and pedestrian use by installing proven pedestrian. countermeasures such as visibility enhancements, raised crosswalks and Rectangular Rapid Flashing Beacons (RRFBs)

PEDESTRIAN RECOMMENDATIONS

ENGINEERING & EVALUATION

The City of Fayetteville's sidewalk construction and maintenance program has been upgrading Fayetteville's sidewalk network for decades. Earlier sidewalk projects along flat streets with ample right of way such as Rolling Hills Drive allowed for cost efficient and timely construction. However, many of the City's more recent projects such as East Dickson Street have been located in hilly terrain that requires major curb, gutter and storm drain improvements in order to add sidewalks. These much-needed hillside projects are expensive and present design and engineering challenges but bring environmental benefits beyond just walkable streets. As Fayetteville continues to be developed, stormwater runoff has become an increasing concern, the sidewalk construction program's projects and their associated drainage improvements are more important than ever. The following action steps will help to guide the sidewalk program in order to create the greatest value for the most people regarding sidewalk construction.

ACTIONS

Focus on sidewalk connections to key destinations such as schools, parks, and entertainment and shopping areas.

Reduce pedestrian exposure time while crossing at signalized and unsignalized crossings by reducing crossing distances with smaller radii, refuge islands and Leading pedestrian Intervals (LPI's).

Implement priority recommendations from the Walk Friendly Communities program.

EQUITY

3A's of EQUITY

ACKNOWLEDGEMENT
recognize equity as a central value

ACCOUNTABILITY
establish measures to be achieved

APPLICATION
implementation of interventions that will achieve equity

*Transportation Research Record: Journal of the Transportation Research Board

ACTIONS

Prioritize requests for sidewalks, crosswalks, trails and other pedestrian projects based on needs of the most vulnerable populations first.

Emphasize efforts in neighborhoods that fall within Federally-designated Areas of Persistent Poverty and Opportunity Zones. These Neighborhoods have lower average incomes and lower rates of car ownership. Projects in these areas are more likely to quality for grant funding.

PEDESTRIAN RECOMMENDATIONS

SAFETY & ENCOURAGEMENT

Pedestrian comfort and safety is essential for creating highly walkable neighborhoods and commercial districts. In addition to basic design elements such as sidewalk width and surface condition, features such as street trees for shade, reduced intersection crossing distance, lighting for night time safety and ADA compliant intersections, are critical for producing an adequate level of pedestrian comfort. Pedestrians' real and perceived safety is increased when a buffer zone is present between the sidewalk and the adjacent street traffic. In a dense urban environment, these may include parallel parking spaces, cycletracks or street trees. In less urban environments, the sidewalk buffer may be comprised of a sufficiently wide planting zone with trees and ground cover. In either case, the idea is to offer pedestrian protection and physical separation from the moving vehicles. These actions are designed to integrate pedestrian safety and comfort in the planning, design and engineering process.

ACTIONS

Evaluate public and private development projects and require sufficient sidewalk width for the anticipated volume of pedestrians.

Prioritize pedestrian safety when redeveloping existing streets through the appropriate use of landscaped buffers, reduced curb radii at intersections where appropriate, on-street parking, bicycle infrastructure, street trees and signalized ADA compliant intersection design.

Create separate pedestrian and bicycle facilities in areas where the combined active transportation network creates conflicts between the people walking and biking.

STREET CROSS-SECTIONS

The City of Fayetteville's complete street policy provides standards for developers building new streets and for the Public Works Department as they rebuild existing streets. This policy ensures that new streets include facilities for all transportation modes; vehicular, pedestrian and bicycle.

ACTIONS

Implement recommendations from the Active Transportation Advisory Committee for sidewalks and trails infrastructure projects.

Make street intersections and trail crossings safer and more comfortable for pedestrians through the use of colored pavement markings, signage, medians, grade separation and signalization.

TRAIL ETIQUETTE SIGNS

FROM THE

UNIVERSITY OF ARKANSAS

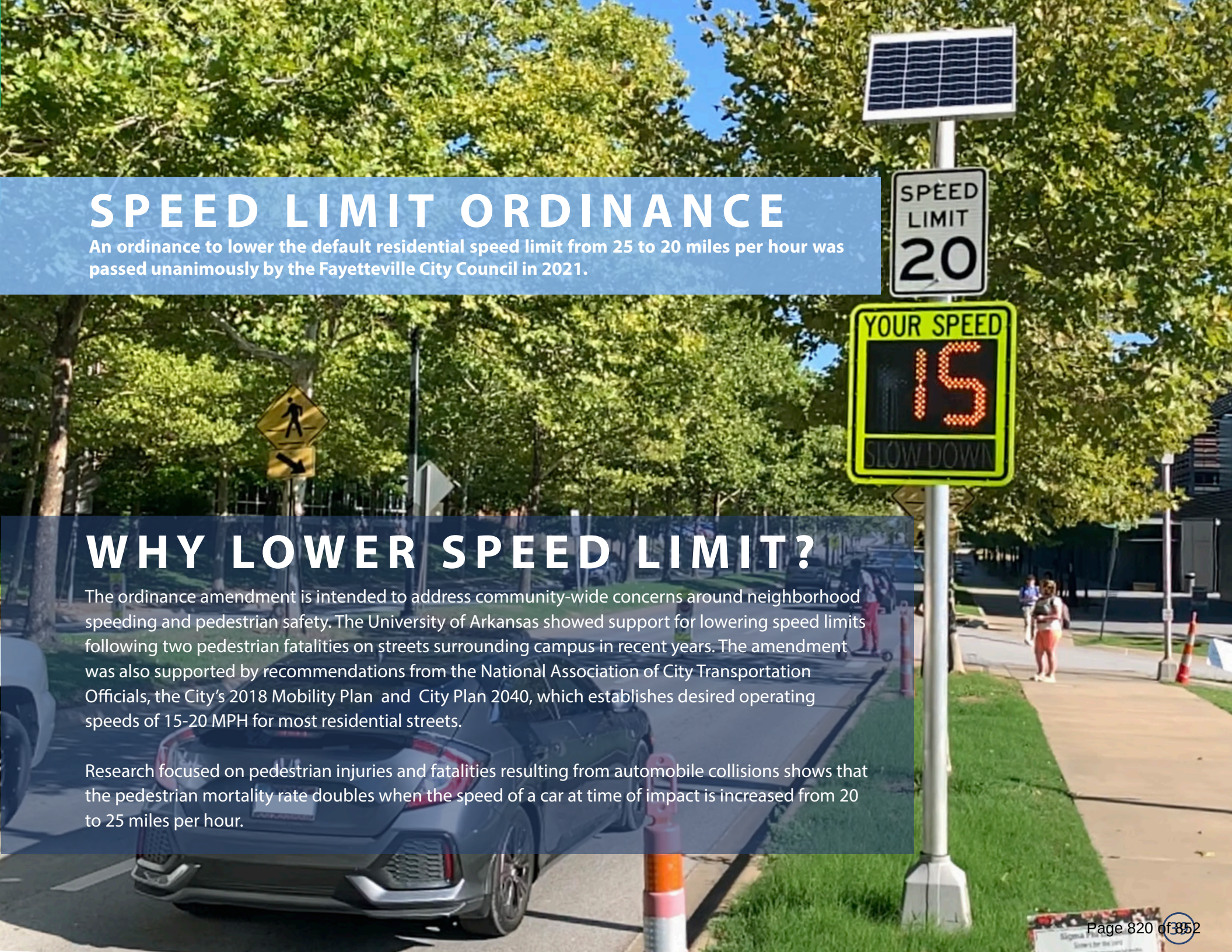






SPEED LIMIT ORDINANCE

An ordinance to lower the default residential speed limit from 25 to 20 miles per hour was passed unanimously by the Fayetteville City Council in 2021.



WHY LOWER SPEED LIMIT?

The ordinance amendment is intended to address community-wide concerns around neighborhood speeding and pedestrian safety. The University of Arkansas showed support for lowering speed limits following two pedestrian fatalities on streets surrounding campus in recent years. The amendment was also supported by recommendations from the National Association of City Transportation Officials, the City's 2018 Mobility Plan and City Plan 2040, which establishes desired operating speeds of 15-20 MPH for most residential streets.

Research focused on pedestrian injuries and fatalities resulting from automobile collisions shows that the pedestrian mortality rate doubles when the speed of a car at time of impact is increased from 20 to 25 miles per hour.



WAYFINDING

As bicycle and trail networks mature, special attention should be paid to developing and installing appropriate wayfinding signs to provide users with information about direction, distance and destinations. Fortunately, the Northwest Arkansas Regional Bicycle and Pedestrian Master Plan adopted a universal wayfinding sign template that will be used throughout the region along the Razorback Regional Greenway. This signage will provide trail users with on-the-ground information to help them navigate the trail system without the aid of maps. On-street bicycle infrastructure should include directional signage alerting motorists to the presence of bicyclists on the streets. Lastly, the innovative use of temporary signage can be utilized to educate users on bicycle safety and etiquette along the trail.

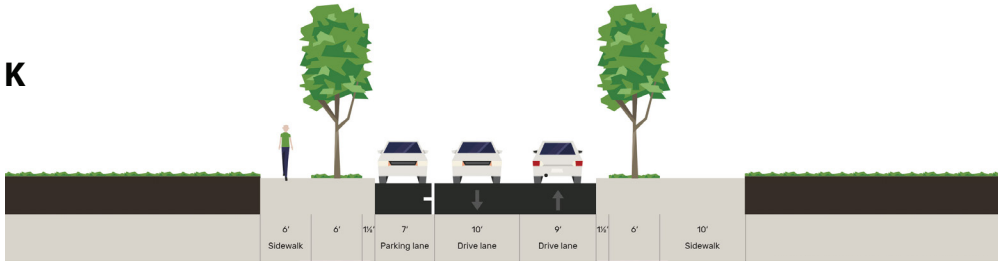
ACTIONS

Invest in improvements to the community's on-street bike routes. All on-street routes should be well connected and comfortable for riders of all ages and abilities.

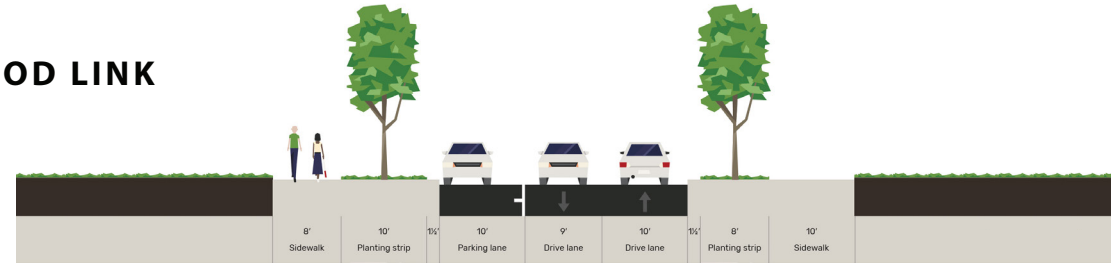
STREET CROSS-SECTIONS

The City of Fayetteville implemented a complete street policy in 2005 with the adoption of City Plan 2025 and the Master Street Plan. This policy ensures that new streets include facilities for all transportation modes; vehicular, pedestrian and bicycle. However, many existing streets lack sidewalks and bicycle facilities. As part of the implementation of this plan, the City will begin to prioritize streets in need of retrofit, focusing on streets that connect the largest number of potential users to the rest of the active transportation network.

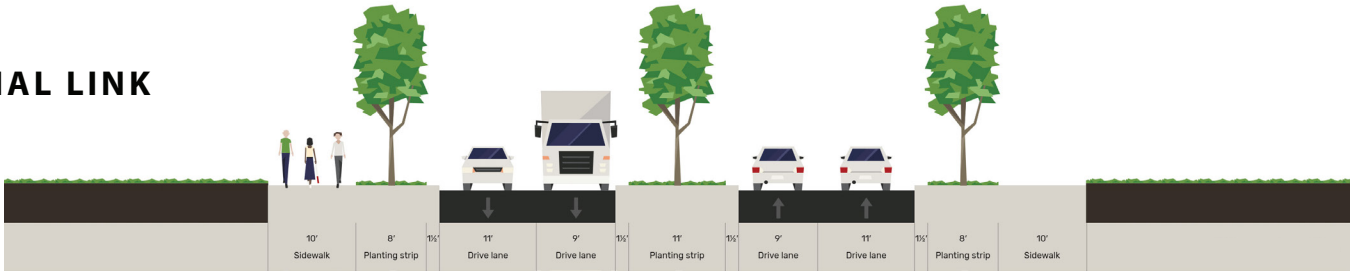
RESIDENTIAL LINK



NEIGHBORHOOD LINK



REGIONAL LINK



CONNECT THE NETWORK

The collection of accurate and relevant baseline data is key for understanding the effectiveness of a bicycle network. The ongoing evaluation of factors such as traffic speeds, transportation mode share counts, existing street cross-sections, percent of grade and other physical barriers are all significant considerations when determining the appropriate engineering solution for a given project. Additionally, data collected from partnering advocate organizations such as the Trailblazers or the Fayetteville Public Schools Safe Routes to School Program may be applicable and pertinent to the engineering design process.

Major city streets that carry large amounts of motor vehicle traffic act as barriers to bicyclists because these roads are difficult to cross and generally lack bicycle facilities. Additionally, Fayetteville's hilly topography can present a barrier for lower classification streets that lack proper bicycle facilities such as sidepaths or on-street climbing lanes. The development of appropriate bicycle infrastructure in key locations can provide safe connectivity that is lacking due to these existing physical barriers. Moreover, portions of the existing trail network in Fayetteville are discontinuous, primarily because many trails have been constructed with development projects but have yet to be connected to the larger trail network. This problem of a disjointed trail network is typical of new and developing trail networks and will be overcome in time with private and public investments in bicycle infrastructure.

ACTIONS

Reapply for the League of American Bicyclists Bicycle Friendly Community program and implement recommendations to work toward gold or platinum designations.

Implement recommendations from People for Bikes City Rankings program report card.

Increase the budget for shared use paved trail construction to match inflation and increased construction costs.

Partner with University of Arkansas to connect bicycle infrastructure projects on and around University campus and associated properties.

Continue to support positions across all departments of the City of Fayetteville that work to further the goals of the Active Transportation Plan.

Work with Fayetteville Public School district to expand bicycle education efforts to include K-2nd grade balance bike learning.

Double the number of League of American Bicyclists designated Bicycle Friendly Businesses in Fayetteville to become national leader in this program.

Partner with the Trailblazers and other bicycle advocates to expand encouragement efforts during National Bike Month in May. This may include bicycle themed community events, campaigns and programs.

EDUCATION & ENCOURAGEMENT

Education for bicyclists, drivers, pedestrians and those using micromobility is an important and ongoing effort to ensure the safety and comfort for all roadway and trail users. People riding bicycles have all the same rights and responsibilities as someone driving an automobile, however new State laws and city ordinances have made changes to the laws concerning cyclists. It is important to inform the public and increase popular understanding and awareness of these laws.

Education is also key in encouraging new users, as confidence is gained through knowledge and experience. People will typically only engage in active transportation when they have a working knowledge of the active transportation network and an adequate understanding of the rules of the trails and of the roadways. Programs and events that celebrate bicycling in the community also help to grow the number of people riding bicycles for enjoyment who can begin riding for transportation.



ACTIONS

Work with schools to develop a safe routes to school plan to include alternate drop off locations to increase walking and biking by students and reduce traffic congestions around schools.

Measure trail activity in consistent locations to collect year-over-year data.

Conduct regular community transportation surveys to gauge participation in active transportation and mode-share for transit, biking and driving.

Track and report Vehicle Miles Traveled (VMT) to determine environmental impacts and trends in community driving levels.

Work with Fayetteville Public School district to expand bicycle education efforts to include K-2nd grade balance bike learning.

Double the number of League of American Bicyclists designated Bicycle Friendly Businesses in Fayetteville to become national leader in this program.

SAFETY & ENFORCEMENT

Safety is an essential element of any comprehensive active transportation plan that must be included at every phase of planning, design and implementation. The single most significant factor influencing bicyclist safety is the number of cyclists on the road. A strong inverse correlation has been shown between bicycle mode share and accident rates; more cyclists make cycling safer overall. This principle of "safety in numbers" should be central to planning for safer bicycling in Fayetteville. The real or perceived safety of riding a bicycle in the street with cars close by is a major factor in people's travel mode choice. Streets with high volumes of high-speed automobile traffic can threaten the safety of bicyclists and deter would-be cyclists. Individuals with modest bicycling skills often called the "interested but concerned" cyclists, who represent the largest population of potential cyclists, are most often discouraged by safety concerns. Courses in bicycle safety for adults can help to encourage riders that may need to build confidence in their riding skills. Bike routes that limit cyclists' interaction with high-traffic conditions by utilizing shared-use paved trails, cycletracks or bike ways provide users with greater safety and comfort that will yield the highest usage. Lastly, local traffic regulations should be reviewed and updated to ensure that vulnerable road users like bicyclist's are protected.

ACTIONS

Develop and adopt a Vison Zero plan and become a Vision Zero community.

Enhance unsignalized and mid-block crosswalks using proven interventions such as Rectangular Rapid Flashing Beacons (RRFB's), curb extensions and raised crossings.

Lower the speed of automobile traffic where vulnerable road users are present through enforcement of safer speed limits and traffic calming measures.

Implement Road Diets on streets identified as candidates in the City's Mobility Plan.

Provide grade separated or controlled crossings, such as HAWKs, for people walking and on bikes crossing multi-lane arterial roads.



CONCLUSION

The 2003 Fayetteville Alternative Trails and Transportation plan succeeded in spurring the development of the City's ever-expanding trail network over the last decade. This Active Transportation Plan builds upon past success and reaffirms the City's commitment to planning for the future of active transportation. This plan sets a path forward by identifying a progressive yet achievable vision, developing a set of realistic goals and through the implementation of important action steps. By combining pedestrian and bicycle planning into active transportation planning we recognize that a comprehensive approach will yield the maximum return on the public's investment.

Many of the action steps in this plan are similar to steps taken in other prominent bicycle and pedestrian friendly communities. The implementation process is designed to be ongoing and dynamic with progress made through constant innovation and adaption. Success will be measured through identified metrics collected over time. Ultimately, this plan provides Fayetteville with the framework for building an active transportation network that will lead to a more healthy and vibrant community.



CITY OF
FAYETTEVILLE
ARKANSAS

CITY OF FAYETTEVILLE'S ACTIVE TRANSPORTATION PLAN

Originally created: 2014
Updated: 2022

Created by: The City of Fayetteville Staff

Dane Eifling
Mobility Coordinator
479-575-8243
deifling@fayetteville-ar.gov

Matt Mihalevich
Active Transportation Manager
479-444-3416
mmihalevich@fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-325

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Timothy Nyander, Utilities Director

DATE: January 17, 2023

SUBJECT: **Rental Extension for a 2,000 kilowatt Generator for Noland WRRF**

RECOMMENDATION:
Staff recommends approval of the extension of a 2,000-kilowatt generator rental from J.A. Riggs Tractor Company d/b/a Riggs Rental Services in the amount of $147,472.12 for the Noland Water Resource Recovery Facility, and approval of a project contingency in the amount of $40,000.00.

BACKGROUND:
On July 8, 2022, the 2,000kw generator at the Noland Water Resource Recovery Facility failed. The facility cannot operate without a generator due to load shedding requirements and a rental generator was procured on July 9, 2022 from J.A. Riggs Tractor Company d/b/a Riggs Rental Services to temporarily replace the failed generator.

Riggs Rental Services, which is the region's sole certified Caterpillar distributor and maintenance provider for our area, provided a quote in the amount of $150,671.03 which secured the rental generator for up to four months while the failed generator is rebuilt. Ordinance 6591 waived competitive bidding and approved the generator rental, and included a contingency in the amount of $30,134.21. The failed generator is currently being rebuilt by Riggs, and the rental generator is still in operation.

DISCUSSION:
The contingency approved by Ordinance 6591 covered the 5th month of the generator rental, but it is estimated that the City will need to rent the generator through the end of February while the main generator is being rebuilt by Riggs. The delay in the rebuild was caused by supply chain issues with Riggs having difficulty getting all of the Caterpillar-brand parts in stock. All of the parts are at the Riggs facility now, and the rebuild is currently in process.

The attached quote in the amount of $147,472.12 from Riggs Rental Services would extend the generator rental through the end of February. Staff also requests a project contingency in the amount of $40,000.00 to cover one extra month of rental if conditions arise and the generator is needed through the end of March.

BUDGET/STAFF IMPACT:
Funds are available in the WWTP Building Improvements account.

ATTACHMENTS: SRF Riggs Rental Services - Noland Generator Rental Extension, Riggs Rental Quote 1_10_23, Ordinance 6591

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

File #: 2023-325

Rental Extension for a 2,000 kilowatt Generator for Noland WRRF

AN ORDINANCE TO AMEND ORDINANCE 6591 TO EXTEND THE RENTAL OF A 2,000 KILOWATT GENERATOR FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS RENTAL SERVICES THROUGH THE END OF FEBRUARY 2023 FOR THE AMOUNT OF $147,472.12, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $40,000.00

WHEREAS, on August 2, 2022, the City Council passed Ordinance 6591 approving a quote from J.A. Riggs Tractor Company d/b/a Riggs Rental Services for the Emergency Rental of a 2,000 Kilowatt Generator; and

WHEREAS, it is estimated that the City will need continue to rent the generator through the end of February while the main generator is being rebuilt by Riggs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Ordinance 6591 and approves an extension of the rental of a 2,000 kilowatt generator from J.A. Riggs Tractor Company d/b/a Riggs Rental Services in the amount of $147,472.12 for use at the Noland Water Resource Recovery Facility through the end of February 2023, and further approves a project contingency in the amount of $40,000.00.

City of Fayetteville Staff Review Form

2023-325

Item ID

2/7/2023

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

Tim Nyander	1/10/2023	WASTEWATER TREATMENT (730)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the extension of a 2,000-kilowatt generator rental from J.A. Riggs Tractor Company d/b/a Riggs Rental Services in the amount of $147,472.12 for the Noland Water Resource Recovery Facility, and approval of a project contingency in the amount of $40,000.00.

Budget Impact:

5400.730.5800-5308.03	Water and Sewer
Account Number	Fund
02032.1	WWTP Building Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	4,667,397.00
		Expenses (Actual+Encum)	$	1,595,131.47
		Available Budget	$	**3,072,265.53**
Does item have a direct cost?	Yes	Item Cost	$	187,472.12
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**2,884,793.41**

V20221130

Purchase Order Number: 2022-548

Previous Ordinance or Resolution # Ord. 6591

Change Order Number: 1

Approval Date:

Original Contract Number:

Comments:

RIGGS RENTS

Rental Quote

Quote Q00082

20453 INTERSTATE 30, BENTON, AR 72015
BENTON (501) 776-0679

Date Out: **10/28/2022 Mon 02:56 PM**
Est. Date In: **02/17/2023 Thu 02:56 PM**
Delivery Date: **01/10/2023 TUE 3:00 PM**

Jobsite: **NOLAND WASTE WAT**
Contact: Josh Alleman
Phone: **918-851-7019**
NOLAND WASTE WATER PLANT
1400 N FOX HUNTER ROAD
FAYETTEVILLE AR

Customer: **1163780**
Bill to: **CITY OF FAYETTEVILLE WATER AND SEWER**

113 W MOUNTAIN ST FAYETTEVILLE AR

Signed By: **Josh Alleman**
Order By:

Written By: **Troy Quinn**
Sales Rep: **NO SPEND MARKETING**
PO #:
Expiration Date: **08/10/2023**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	
Rental Items					
	GENSET PRIME 1825KW / STANDBY 2000KW ~ XQ2000 ID: RP14667 SERIAL: 07RN01566 HRS OUT: 2080.0 HRS ALLOWED: 8/40/160	$3,025	$8,645	$25,965	25,965.00
	QTY 50 4/0 Cable	$500	$1,750	$4,950	4,950.00
	QTY 25 4/0 Male Pigtail	$125	$375	$1,125	1,125.00
	QTY 25 4/0 Female Pigtail	$125	$375	$1,125	1,125.00

*** ALL EQUIPMENT MUST BE RETURNED CLEAN & FULL OF FUEL OR ADDITIONAL CHARGES WILL BE ASSESSED.

*** RENTAL CONTRACT IS FOR 30 DAYS OR LONGER

INITIAL: _____

QUOTE

Miscellaneous Items

0	ENVIRONMENTAL & DISPOSAL FEE	1.00 %	50.00
0	ARK RENTAL FEE	1.25 %	414.56

State 6.5% County 1.25% City 2% Total Tax: 9.75% 3,238.47

RENTAL INVOICED MONTHLY

Total: 36,868.03

MONTH 5 RENT: $36,868.03

MONTH 6 RENT: $36,868.03

MONTH 7 RENT: $36,868.03

MONTH 8 RENT: $36,868.03

TOTAL:$147,472.12

ACCEPTANCE

By signing below, I warrant and represent that I am an authorized representative of the customer above and that I have read, understand and agree to the terms, conditions and responsibilities contained in this Rental Agreement.

Customer _____ **Date** _____

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

Ordinance: 6591

File Number: 2022-0666

J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS RENTAL SERVICES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE IN THE AMOUNT OF $150,671.03 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS RENTAL SERVICES FOR THE EMERGENCY RENTAL OF A 2,000 KILOWATT GENERATOR FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $30,134.21

WHEREAS, on July 8, 2022, the 2,000kw generator at the Noland Water Resource Recovery Facility failed; and

WHEREAS, the facility cannot operate without a generator due to load shedding requirements and a rental generator was procured on July 9, 2022 from J.A. Riggs Tractor Company d/b/a Riggs Rental Services to temporarily replace the failed generator; and

WHEREAS, Riggs Rental Services, which is the region's sole certified Caterpillar distributor and maintenance provider for our area, provided a quote in the amount of $150,671.03 which will secure the rental generator for up to four months while the failed generator is rebuilt.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and accepts the quote of $150,671.03 (plus any applicable taxes and freight charges) from J.A. Riggs Tractor Company d/b/a Riggs Rental

Services for the rental of a 2,000kw generator for the Noland Water Resource Recovery Facility, and further approves a project contingency in the amount of $30,134.21.

PASSED and APPROVED on 8/2/2022

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Date: 8/2/2022 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C.5

J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS RENTAL SERVICES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE IN THE AMOUNT OF $150,671.03 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS RENTAL SERVICES FOR THE EMERGENCY RENTAL OF A 2,000 KILOWATT GENERATOR FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $30,134.21

WHEREAS, on July 8, 2022, the 2,000kw generator at the Noland Water Resource Recovery Facility failed; and

WHEREAS, the facility cannot operate without a generator due to load shedding requirements and a rental generator was procured on July 9, 2022 from J.A. Riggs Tractor Company d/b/a Riggs Rental Services to temporarily replace the failed generator; and

WHEREAS, Riggs Rental Services, which is the region's sole certified Caterpillar distributor and maintenance provider for our area, provided a quote in the amount of $150,671.03 which will secure the rental generator for up to four months while the failed generator is rebuilt.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and accepts the quote of $150,671.03 (plus any applicable taxes and freight charges) from J.A. Riggs Tractor Company d/b/a Riggs Rental Services for the rental of a 2,000kw generator for the Noland Water Resource Recovery Facility, and further approves a project contingency in the amount of $30,134.21.

City of Fayetteville Staff Review Form

2022-0666

Legistar File ID

8/2/2022

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander	7/15/2022	WASTEWATER TREATMENT (730)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a generator rental from Riggs Rental Services in the amount of $150,671.03 plus applicable taxes to rent a 2,000kW generator for the Noland Water Resource Recovery Facility, and to approve a contingency in the amount of $30,134.21.

Budget Impact:

5400.730.5800-5308.00	Water and Sewer
Account Number	Fund
02032.1	WWTP Building Improvements
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	3,792,448.00
		Funds Obligated	$	288,267.55
		Current Balance	**$**	**3,504,180.45**
Does item have a cost?	Yes	Item Cost	$	195,495.67
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**3,308,684.78**

V20210527

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: Taxes are estimated at $14,690.43 for a total estimated cost of $165,361.46. A contingency is also requested in the amount of $30,134.21.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF AUGUST 2, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: July 15, 2022

SUBJECT: **Riggs Rental Services – Rental of 2,000kW Generator for Noland WRRF**

RECOMMENDATION:
Staff recommends approval of a generator rental from J.A. Riggs Tractor Company d/b/a Riggs Rental Services in the amount of $150,671.03 plus applicable taxes to rent a 2,000kW generator for the Noland Water Resource Recovery Facility, and to approve a contingency in the amount of $30,134.21.

BACKGROUND:
On July 8, 2022, the 2,000kW generator at the Noland Water Resource Recovery Facility failed. The engine's wet sleeve cylinder inserts failed, which introduced engine coolant into the crankcase. The engine and generator will need to be rebuilt. The facility can not operate without a generator due to load shedding requirements, so a rental generator is required for this emergency.

DISCUSSION:
A rental generator was procured on July 9, 2022, and was set up that day to temporarily replace the failed generator. Riggs Rental Services provided a quote in the amount of $150,671.03 which will secure the rental generator for up to four months while the failed generator is rebuilt. Riggs is the only authorized and certified Caterpillar distributor and maintenance provider for our area. If the generator rebuild does not take four months, Riggs will only invoice for the number of weeks the City actually uses the rental generator.

The City was required to have a generator within one day and Riggs is the only company with a generator of that size that could deploy in one day because it was available locally. Additionally, Riggs was already on site diagnosing the failed generator and confirmed that the rental generator was available for immediate/emergency deployment and they are the only certified and authorized local vendor of Caterpillar which is the brand of the failed generator.

If the City didn't get the rental generator online in time, we would not be available to load shed when required by Ozark Electric. The fine is $250,000.00 dollar per occurrence. At a peak time on a peak day per month, we are required to take our load off the grid to prevent overloading Ozark Electric's system that could potentially cause black outs.

Another reason for such urgency with a Noland backup generator is with our holding pond. We can only store 3 days in our influent pond. After that, we would overflow into the White River causing a permit violation from the state.

BUDGET/STAFF IMPACT:
Funds are available in the WWTP Building Improvements account within the Water & Sewer fund.

Attachments:
Quote from Riggs Rental Services

RIGGS RENTS CAT THE Rental STORE

Rental Quote

Quote Q00082

20453 INTERSTATE 30, BENTON, AR 72015
BENTON (501) 776-0679

Date Out: **07/11/2022 Mon 02:56 PM**
Est. Date In: **08/11/2022 Thu 02:56 PM**
Delivery Date: **07/11/2022 Mon 12:00 PM**

Jobsite: **NOLAND WASTE WAT**
Contact: Josh Alleman
Phone: **918-851-7019**
NOLAND WASTE WATER PLANT
1400 N FOX HUNTER ROAD
FAYETTEVILLE AR

Customer: **1163780**
Bill to: **CITY OF FAYETTEVILLE WATER AND SEWER**

113 W MOUNTAIN ST FAYETTEVILLE AR

Written By: **Troy Quinn**
Sales Rep: **NO SPEND MARKETING**
PO #:
Expiration Date: **08/10/2022**

Signed By: **Josh Alleman**
Order By:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	
Rental Items					
	GENSET PRIME 1825KW / STANDBY 2000KW ~ XQ2000	$3,025	$8,645	$25,965	25,965.00
	ID: RP14667 SERIAL: 07RN01566				
	HRS OUT: 2080.0 HRS ALLOWED: 8/40/160				
	QTY 50 4/0 Cable	$500	$1,750	$4,950	4,950.00
	QTY 25 4/0 Male Pigtail	$125	$375	$1,125	1,125.00
	QTY 25 4/0 Female Pigtail	$125	$375	$1,125	1,125.00

*** ALL EQUIPMENT MUST BE RETURNED CLEAN & FULL OF FUEL OR ADDITIONAL CHARGES WILL BE ASSESSED.

*** RENTAL CONTRACT IS FOR 30 DAYS OR LONGER

INITIAL: _____

QUOTE

	Miscellaneous Items		
0	ENVIRONMENTAL & DISPOSAL FEE	1.00 %	50.00
0	ARK RENTAL FEE	1.25 %	414.56
1	HAULING CHARGES	1,400.00 each	1,400.00
1	PICK UP CHARGES	1,400.00 each	1,400.00
	State 6.5% County 1.25% City 2% Total Tax: 9.75%		3,511.47
RENTAL INVOICED MONTHLY		**Total:**	**39,941.03**

MONTH 1 RENT: $39,941.03

MONTH 2 RENT: $36,910.00

MONTH 3 RENT: $36,910.00

MONTH 4 RENT: $36,910.00

TOTAL: $150,671.03

ACCEPTANCE

By signing below, I warrant and represent that I am an authorized representative of the customer above and that I have read, understand and agree to the terms, conditions and responsibilities contained in this Rental Agreement.

Customer _____ **Date** 8-2-22

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-363

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Steven Dotson, Internal Auditor

DATE: January 19, 2023

SUBJECT: **Childcare Assistance Program**

RECOMMENDATION:
Staff recommends approving an additional $1,000,000.00 to the Childcare Assistance Program and approval of a budget adjustment.

BACKGROUND:
Per Resolution 291-22, a City of Fayetteville Childcare Assistance Program was established in the amount of $500,000.00 at the 12/6/2022 Council meeting, using the American Rescue Plan Act award as the funding source. Due to the large number of Childcare Assistance Program applications received by the City, Staff is recommending an increase to the level of funding for this program of $1,000,000.00, which would provide total program funding in the amount of $1,500,000.00.

This program will assist with childcare expenses for low to moderate income families that are facing financial challenges due to Covid-19. Studies conducted at the University of Oregon documented that lower-income families were more uncertain than higher-income families about their ability to return to pre-pandemic child care arrangements as the economy reopens, with almost half of the lower-income households reporting that they either couldn't return or were uncertain they could, compared with only a quarter of higher-income households.

The program will be administered by the Community Resources Department staff, who will perform program outreach to the community, process applications, and assess eligibility of program applicants. Community Resources will maintain documentation on program participation and processing of monthly payment of childcare assistance to Fayetteville licensed childcare facilities. Community Resources staff will also perform monitoring procedures to ensure program compliance and perform required reporting.

DISCUSSION:
This funding increase will provide additional childcare assistance for low to moderate income families that live, work, or go to school in the City of Fayetteville.

BUDGET/STAFF IMPACT:
This request will be funded by approval of the attached budget adjustment for $1,000,000.00, which will be appropriated from the American Rescue Plan local recovery grant received by the City.

ATTACHMENTS: SRF 2023-363, 2023-363 BA Childcare Assistance addtl

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

File #: 2023-363

Childcare Assistance Program

A RESOLUTION TO AUTHORIZE ADDITIONAL FUNDING IN THE AMOUNT OF $1,000,000.00 FOR THE CHILDCARE ASSISTANCE PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on December 2, 2022 the City Council passed Resolution 291-22, authorizing the use of American Rescue Plan Act funds to provide assistance with childcare expenses for low to moderate income families facing financial challenges due to COVID-19; and

WHEREAS, this funding increase will provide additional childcare assistance for low to moderate income families that live, work, or go to school in the city of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the total amount of $1,000,000.00 and authorizes the use of those American Rescue Plan Act funds for the Childcare Assistance Program.

City of Fayetteville Staff Review Form

2023-363

Item ID

2/7/2023

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

Steve Dotson	1/19/2023	ACCOUNTING & AUDIT (131)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approving an increase of $1,000,000.00 to the Childcare Assistance Program and approval of a budget adjustment. This program uses American Rescue Plan Act funds to provide childcare assistance for low to moderate income families that live, work, or go to school in the City of Fayetteville. With this increase, the total allocated to the Childcare Assistance Program would be $1,500,000.00.

Budget Impact:

2246.800.9721-5315.00	2246-American Rescue Plan Act
Account Number	Fund
20023.2021	Childcare Assistance Program
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	500,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	500,000.00
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	1,000,000.00
		Remaining Budget	$	1,500,000.00

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	ACCOUNTING & AUDIT (131)	
	Requestor: Steven Dotson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approving an increase of $1,000,000.00 to the Childcare Assistance Program and approval of a budget adjustment. This program uses American Rescue Plan Act funds to provide childcare assistance for low to moderate income families that live, work, or go to school in the City of Fayetteville. With this increase, the total allocated to the Childcare Assistance Program would be $1,500,000.00.

COUNCIL DATE: 2/7/2023

ITEM ID#: **2023-363**

Holly Black
1/19/2023 2:48 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2023117

TOTAL	1,000,000	1,000,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2246.800.9721-5315.00	1,000,000	-	20023	2021	EX	Contract Services
2246.800.9246-4309.01	-	1,000,000	20023	2021	RE	Federal Grants - Operational
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-321

MEETING OF JANUARY 31, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Kit Williams, City Attorney

DATE: January 17, 2023

SUBJECT:

RECOMMENDATION:
See attached Memo from City Attorney Kit Williams.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Slight Amendment to §33.331

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

File #: 2023-321

AN ORDINANCE TO AMEND § 33.331 **ATTENDANCE REQUIREMENTS** OF THE *FAYETTEVILLE CITY CODE* TO REMOVE THE PRESUMED RESIGNATION OF A CIVIL SERVICE COMMISSIONER WHO HAS FAILED TO ATTEND AT LEAST 70% OF THE MEETINGS

WHEREAS, eleven years ago the City was experiencing excessive absenteeism of volunteer citizen members of our boards, commission and committee which hampered committees' work and activities; and

WHEREAS, to remedy this lack of attendance problem, the City Council enacted §33.331 which established a requirement of 70% attendance of all committee meetings within a twelve month period; and

WHEREAS, rather than requiring the Administration or City Council to specifically act to remove any and all such committee members who failed to attend 70% of the meetings, the City Council enacted the provision that such failure to attend enough meetings would create a presumption that the committee member has resigned; and

WHEREAS, if the committee member did not want to resign, the committee members could petition the City Council for reinstatement within twenty days; and

WHEREAS, this code attendance requirement has been very successful to increase regular attendance on volunteer city committees, with little or no reinstatement requested; and

WHEREAS, since state law explicitly requires that removal of a Civil Service Commissioner requires a two-thirds vote by the City Council, these commissioners should be exempted from the presumed resignation provision of §33.331.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §33.331 **Attendance Requirements (A)** of the *Fayetteville Code* by repealing it in its entirety and enacting the following replacement (A) as follows:

"(A) Any citizen volunteer member of any city board, commission or committee, except the Civil Service Commission, who fails to attend at least 70% of all meetings of that committee within a twelve (12) month period of service shall be deemed to have resigned from the board, commission or committee and that person's position shall be deemed vacant."

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Susan Norton,** Chief of Staff
Michele Bechhold, Asst. HR Director

FROM: **Kit Williams**, City Attorney

DATE: **January 5, 2023**

RE: Slight amendment to §33.331 Attendance Requirements for volunteer citizen committees, boards and commissions

In 2011, the City was experiencing some continual problems on some committees, boards, and commissions of some appointed members failing to attend most meetings. Without regular attendance, those committees sometimes could not achieve a quorum and thus could do nothing but adjourn.

To resolve this attendance problem, the City Council enacted §33.331 **Attendance Requirements** of the *Fayetteville Code* to require a minimum 70% attendance requirement. Rather than requiring the possibly embarrassing affirmative action by the City Council to remove any violator of the attendance rule, the City Council enacted a presumption that the member "shall be deemed to have resigned from the board, commission, or committee and that person's position shall be deemed vacant." §33.331 (A)

In order to give such removed committee member an opportunity to explain a legitimate reason for lack of attendance, the Council provided: "Such person may petition the City Council for reinstatement by filing a letter with the City Clerk within twenty (20) days" to explain "why extenuating circumstances justify reinstating the applicant…" §33.331 (B)

This code section enacted by the City Council in 2011 seems to have solved the attendance problem. No official removal (action which could be embarrassing to our citizen volunteer) had to be undertaken. I also do not remember a single request for reinstatement that had to be resolved by the City Council.

However, this code section does need a slight amendment. State law states in regard to the Civil Service Commission: "The city council or governing body of the city by a two-thirds vote may remove any of the commissioner during their term of office for cause." A.C.A. 14-51-210. Therefore, we need to exempt out the Civil Service Commissioners from the presumed resignation language, because their removal must be done individually by City Council resolution.

This does not mean that failure to attend sufficient Civil Service Commission meetings could not be "good cause" for the City Council to remove a commissioner. I should note that no Civil Service Commissioner has been removed through §33.331 (nor could be because state law requires a different procedure). Nor does this change indicate there is any problems for any Civil Service Commissioners regarding their attendance or otherwise.

This code section should be amended merely to remove the never used, but possible conflict, with the procedure specified by state law for Civil Service Commissioners.

ORDINANCE NO.

AN ORDINANCE TO AMEND § 33.331 **ATTENDANCE REQUIREMENTS** OF THE *FAYETTEVILLE CITY CODE* TO REMOVE THE PRESUMED RESIGNATION OF A CIVIL SERVICE COMMISSIONER WHO HAS FAILED TO ATTEND AT LEAST 70% OF THE MEETINGS

WHEREAS, eleven years ago the City was experiencing excessive absenteeism of volunteer citizen members of our boards, commission and committee which hampered committees' work and activities; and

WHEREAS, to remedy this lack of attendance problem, the City Council enacted §33.331 which established a requirement of 70% attendance of all committee meetings within a twelve month period; and

WHEREAS, rather than requiring the Administration or City Council to specifically act to remove any and all such committee members who failed to attend 70% of the meetings, the City Council enacted the provision that such failure to attend enough meetings would create a presumption that the committee member has resigned; and

WHEREAS, if the committee member did not want to resign, the committee members could petition the City Council for reinstatement within twenty days; and

WHEREAS, this code attendance requirement has been very successful to increase regular attendance on volunteer city committees, with little or no reinstatement requested; and

WHEREAS, since state law explicitly requires that removal of a Civil Service Commissioner requires a two-thirds vote by the City Council, these commissioners should be exempted from the presumed resignation provision of §33.331.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §33.331 **Attendance Requirements (A)** of the *Fayetteville Code* by repealing it in its entirety and enacting the following replacement (A) as follows:

"(A) Any citizen volunteer member of any city board, commission or committee, except the Civil Service Commission, who fails to attend at least 70% of all meetings of that committee within a twelve (12) month period of service shall be deemed to have resigned from the board, commission or committee and that person's position shall be deemed vacant."

PASSED and **APPROVED** this 7th day of February, 2023.

APPROVED:

By:_____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

33.330 Rules Of Conduct For Citizens And Members For All Boards Commissions And Committees

(A) During all meetings for all city boards, commissions and committees, all members of such board, commission and committee and all citizens addressing such body shall accord the utmost courtesy to each other, to city staff and to members of the public appearing before such body. All members of such body and the public speaking at the meeting shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.

(B) Any members of a board, commission or committee appointed by the Mayor and/or City Council who violates the rule of conduct stated above may be removed from such board, commission or committee by City Council resolution.

(Ord. No. 5084, 11-20-07)

33.331 Attendance Requirements

(A) Any citizen volunteer member of any city board, commission or committee who fails to attend at least 70% of all meetings of that committee within a twelve (12) month period of service shall be deemed to have resigned from the board, commission or committee and that person's position shall be deemed vacant.

(B) Such citizen may petition the City Council for reinstatement by filing a letter with the City Clerk within twenty (20) days after notification that the citizen's position has been declared vacant and explaining why extenuating circumstances justify reinstating the applicant to his or her former position.

(Ord. No. 5446, 10-4-11)

33.332—33.339 Reserved

ARTICLE XXII ARTS COUNCIL

33.340 Arts Council Established; Membership

The establishment of the Fayetteville Arts Council by Resolution No. 60-07 is affirmed by this Code Section. The Arts Council shall have nine (9) voting members as follows:

(A) One (1) member shall be a City Council Member appointed by the Mayor at the beginning of each calendar year.

(B) The members of the Fayetteville Arts Council shall be arts professionals or residents of diverse backgrounds with strong links to the Fayetteville arts and cultural community. At least four (4) members shall be artists working professionally in their field.