

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, December 30, 2025

4:30 PM

Virtual

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member Dr. 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 Min. Monique Jones Ward 4

Mayor Molly Rawn

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

Meeting Information:

1. Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_Rvci8BpLQ46YcJ5qaOoe2A
AgendaItemComment@Fayetteville-AR.GOV

Call to Order**Roll Call****Pledge of Allegiance****Mayor' s Announcements, Proclamations and Recognitions**

1. Firemen's and Policemen's Pension and Relief Fund - Mayor Rawn

City Council Meeting Presentations, Reports and Discussion Items

1. Sales Tax & Monthly Financial Report - Chief Financial Officer

A. Consent**A.1. Approval of the December 16, 2025 City Council Meeting Minutes.****A.2. Purchase of Truck Hauling Services:**

A resolution to award Bid 26-13 and authorize the purchase of truck hauling services from NEC, Inc as primary supplier, and to authorize the use of other bidders based on price and availability as needed through the end of 2026. (2025-2376)

A.3. Purchase of Emerald Ash Borer Treatment Services:

A resolution to award BID 26-19 and authorize the purchase of emerald ash borer treatment services from Ace of Blades Lawn Care as needed through the end of 2026. (2025-2578)

A.4. Purchase of Pavement Marking Services:

A resolution to award Bid No. 26-01 and approve the purchase of pavement marking installation services from Everline Coating and Services and AF&G, LLC as needed through the end of 2026. (2025-2365)

A.5. Purchase of Concrete Construction Services:

A resolution to award BID 26-02 and approve the purchase of concrete services as needed from Sweetser Construction, Inc. through the end of 2026. (2025-2367)

A.6. Purchase of Tree Planting Services:

A resolution to award Bid 26-03 and authorize the purchase of tree planting services from Custom Lawn Care, LLC as needed through the end of 2026. (2025-2368)

A.7. Purchase of Asphalt Paving Services:

A resolution to award BID 26-04 and approve the purchase of asphalt paving services as needed from Emery Sapp & Sons, Inc. through the end of 2026. (2025-2369)

A.8. Purchase of Concrete Materials:

A resolution to award BID 26-05 and authorize the purchase of concrete materials from Tune Concrete as primary supplier, and to authorize the use of other bidders based on price and availability as needed through the end of 2026. (2025-2370)

A.9. Purchase of Aggregate Materials:

A resolution to award Bid 26-06 and authorize the purchase of aggregate materials from Hunt-Rogers Materials, LLC as primary supplier, and to authorize the use of other bidders based on price and availability as needed through the end of 2026. (2025-2371)

A.10. Purchase of Asphalt Materials:

A resolution to authorize the purchase of asphalt materials for use by the Transportation Division on an as needed basis through the end of 2026. (2025-2372)

A.11. Purchase of High Performance Cold Mix:

A resolution to award BID 26-09 and approve the purchase of high performance cold mix as needed from Atlas Asphalt, Inc. and Emery Sapp & Sons, Inc. through the end of 2026. (2025-2374)

A.12. Purchase of HDPE Drainage Pipe:

A resolution to award BID 26-08 and approve the purchase of HDPE drainage pipe as needed from Northwest Arkansas Winwater through the end of 2026. (2025-2373)

A.13. Purchase of Lighting:

A resolution to award BID 26-12 and authorize the purchase of lighting from Premier Lighting Group as primary supplier, and to authorize the use of other

bidders based on price and availability as needed through the end of 2026.
(2025-2375)

A.14. Purchase of Sod:

A resolution to award Bid 26-20 and authorize the purchase of sod from 36 North Network Solutions as needed through the end of 2026. (2025-2579)

A.15. Purchase of Topsoil:

A resolution to award Bid 26-14 and authorize the purchase of topsoil from Grant Garrett Excavating, Inc as primary supplier, and to authorize the use of other bidders based on price and availability as needed through the end of 2026.
(2025-2377)

A.16. Quote for Plumbing Repairs in the Development Services Building:

A resolution to accept the quote from Comfort Systems and authorize plumbing repairs in the Development Services Building in an amount not to exceed \$123,058.00. (2025-2742)

A.17. Approval of a Sewer Service Extension:

A resolution to approve an extension of the City's sewerage system beyond the City limits to property located at 3292 East Skillern Road. (2025-2748)

A.18. Approve a Budget Adjustment to Fund Water and Sewer Repair Material Purchases:

A resolution to approve a budget adjustment in the amount of \$400,000.00 to move funds to the Construction Materials Account within the Water & Sewer Fund. (2025-2701)

A.19. Packaging Specialties Tax Back Program:

A resolution to approve and certify the participation of Packaging Specialties, Inc. in the Arkansas Tax Back Program and to agree to authorize the Arkansas Department of Finance and Administration to refund city sales tax back to Packaging Specialties, Inc. for qualified purchases. (2025-2616)

A.20. Bid 25-53 Construction Contract for Transfer Station Improvements:

A resolution to award Bid #25-53 and authorize a contract with Southern Brothers Construction, LLC in the amount of \$233,068.18 for transfer station improvements, and to approve a project contingency in the amount of \$23,306.00. (2025-2735)

A.21. Pick Me Up - Litter Abatement Contract Amendment:

A resolution to approve Amendment 4 to the Memorandum of Agreement with Genesis Church of Fayetteville for continuation of a Litter Abatement Program through 2026 in an amount not to exceed \$170,500.00. (2025-2685)

A.22. Authorization to Purchase Trash and Recycling Containers from Wastequip LLC:

A resolution to approve the purchase of trash and recycling carts, roll-off containers, dumpsters, compactors and related products and services as needed within the approved budget from Wastequip LLC, pursuant to a Sourcewell Cooperative Purchasing Contract. (2025-2492)

A.23. Purchase of Asset Inspection and Decision Support Software for Stormwater Management:

A resolution to waive competitive bidding and authorize the purchase of GraniteNet Asset Inspection and Decision Support Software for Stormwater Management from Cues, Inc. in an amount not to exceed \$75,000.00 per year on an as-needed basis through December 31, 2030. (2025-2494)

A.24. Purchase of Vacuum Truck Services:

A resolution to award Bid 26-18 and authorize the purchase of vacuum truck services from Carl Holley Plumbing, Inc. as needed through the end of 2026. (2025-2378)

A.25. Purchase of Front Load Refuse Trucks for the Solid Waste Department:

A resolution to approve the purchase of three commercial front load refuse trucks in the total amount of \$1,133,500.00 from Arkansas Municipal Equipment, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, and to approve a budget adjustment. (2025-2540)

A.26. Acquire Additional Easements and Rights of Way for the Hwy 71B Corridor (Appleby/Plainview/Rolling Hills Connection) Project:

A resolution to authorize the Mayor and staff to acquire remaining easements and rights of way for the Appleby/Plainview/Rolling Hills Connection Project and to make payments to property owners that will be based on fair market value as determined by appraisals or existing value data. (2025-2745)

A.27. Services Contract between the City of Fayetteville Fire Department and BOARDUP:

A resolution to award RFP 25-18 and approve a services contract with Belfor USA Group, Inc. to provide fire remediation services for one year with an automatic renewal for up to four additional one-year terms. (2025-2737)

A.28. Services Agreement with Washington Regional Medical System for the Fayetteville Fire Department:

A resolution to approve a Services Agreement with Washington Regional Medical System in the amount of \$585.00 per person for one year with a maximum two percent annual increase and automatic renewals for up to four additional years to provide medical exam and testing services for the Fayetteville Fire Department. (2025-2744)

A.29. Police Pension Fund (Number Change and Loan Authorization):

A resolution to change the assigned Police Pension Fund number in the 2026 Budget, to authorize a cash loan from the General Fund to the Police Pension Fund for monthly benefit payments, and to authorize the Mayor or the Mayor's designee to reimburse the General Fund when police pension taxes are received. (2025-2700)

A.30. Police Vehicle Purchases through Superior Ford Inc.:

A resolution to approve the purchase of fifteen Ford police interceptor utility hybrid vehicles in the amount of \$656,910.00 from Superior Ford of Siloam Springs, pursuant to the Arkansas state vehicle contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, and to approve a budget adjustment. (2025-2543)

A.31. Police Vehicle Purchase through Superior Chevrolet:

A resolution to approve the purchase of one Chevy Tahoe Police vehicle in the amount of \$55,160.00 from Superior Chevrolet of Siloam Springs, pursuant to the Arkansas State Vehicle Contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price. (2025-2542)

A.32. Police Evidence Collection Vehicle Replacement:

A resolution to approve the purchase of one Ford Transit Cargo Van in the amount of \$83,511 from Olathe Ford Sales Inc., pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, and to approve a budget adjustment. (2025-2544)

A.33. Purchase of Police Vehicle Upfitting Supplies and Services:

A resolution to approve the purchase of police vehicle upfitting supplies, installation and labor services in the amount of \$182,316.30 from Superior Chevrolet of Siloam Springs, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price. (2025-2619)

A.34. Acceptance of a Project Safe Neighborhood Grant 2025-2026:

A resolution to authorize acceptance of a Project Safe Neighborhood Grant in the amount of \$33,629.76 for the Fayetteville Police Department, and to approve a budget adjustment. (2025-2625)

A.35. 2026 Per Capita Jail Fee Agreement:

A resolution to approve the Per Capita Jail Fee Agreement with Washington County for jail services in 2026 in the amount of \$76,715.87. (2025-2728)

B. Unfinished Business**C. New Business****C.1. Re-Adopt the City's Non-Residential Parking Ratios:**

An ordinance to re-adopt the city's non-residential parking ratios in § 172.05 Standards for the Number of Spaces by Use. (2025-2225)

C.2. ADM 2025-0048 West Center Street & South Gregg Avenue:

An ordinance to approve an amendment to the streamside protection zone mapping for property located at West Center Street and Gregg Avenue. (2025-2651)

C.3. VAC 2025-0028 West Cato Springs Road & South Emma Avenue:

An ordinance to approve VAC-25-28 for property located southwest of West Cato Springs Road and South Emma Avenue in Ward 1 to vacate 0.01 acres of right-of-way. (2025-2622)

C.4. VAC 2025-0031 South Hollywood Avenue:

An ordinance to approve VAC-25-31 for property located at 907 South Hollywood Avenue in Ward 1 to vacate 0.10 acres of general utility easement. (2025-2705)

C.5. RZN 2025-0050 West Michael Cole Drive:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-0050 for approximately 7.67 acres located at 5901 West Michael Cole Drive in Ward 4 from R-A, Residential-Agricultural to RI-12, Residential Intermediate, 12 Units Per Acre and CCR, Conservation, Cultural, and Recreation subject to a conservation easement. (2025-2620)

C.6. RZN 2025-0060 West Mount Comfort Road:

An ordinance to rezone the property described in rezoning petition RZN 2025-60 for approximately 2.90 acres located at 3816 West Mount Comfort Road in Ward 4 from RSF-1, Residential Single-Family, One Unit Per Acre to P-1, Institutional. (2025-2621)

C.7. RZN 2025-0058 South Futrall Drive & South Root Avenue:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-58 for approximately 9.02 acres located at South Futrall Drive and South Root Avenue in Ward 1 from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services – General. (2025-2623)

C.8. RZN 2025-0059 South Futrall Drive:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-59 for approximately 1.37 acres located at South Futrall Drive in Ward 1 from

RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services – General. (2025-2624)

C.9. RZN 2025-0057 West Ozark Trail:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-57 for approximately 0.26 acres located at 4550 West Ozark Trail in Ward 1 from R-A, Residential-Agricultural to RI-12, Residential Intermediate, 12 Units Per Acre. (2025-2702)

D. Proposed Agenda Additions

E. City Council Agenda Session Presentations

F. City Council Tour

G. Announcements

H. Adjournment



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Truck Hauling Services**

RECOMMENDATION:

A resolution to award Bid 26-13 and authorize the purchase of Truck Hauling Services from NEC, Inc as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read, and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-13, Bid Tab - Truck Hauling Services



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2376

A RESOLUTION TO AWARD BID 26-13 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM NEC, INC AS PRIMARY SUPPLIER, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-13 and authorizes the purchase of Truck Hauling Services from NEC, Inc as primary supplier in variable amounts and for varying unit prices, and further authorizes the use of other bidders based on price and availability as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2376

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-13 and authorize the purchase of truck hauling services from NEC, Inc as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-13, Truck Hauling Services
 DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

Line #	Description	QTY	UOM	PRIMARY		SECONDARY		MEJIA'S TRUCKING LLC	
				NEC, Inc (N.E.C., Inc.)		Haul Agent			
				Total					
				Unit	Extended	Unit	Extended	Unit	Extended
1	Truck Hauling Services - Asphalt Hauling: Hot mix asphalt from plant to paver. Truck bed shall be clean and free of contaminants. No trailer hitches protruding past rear tires. BIDDER SHALL BE WILLING TO HAUL ASPHALT.	3000	HR	\$95.00	\$285,000.00	\$99.00	\$297,000.00	\$102.94	\$308,820.00
2	Truck Hauling Services - Miscellaneous Hauling: Excavation/construction debris which may include rock, dirt, chunks of concrete, etc. EXCLUDES ASPHALT.	500	HR	\$95.00	\$47,500.00	\$97.00	\$48,500.00	\$102.94	\$51,470.00
Attributes									
How much notice is required by the City before services are requested?					24 hours	12 hours	24 hours		
What is the minimum number of hours required per truck request?					2	2	6		

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: John Scott, Urban Forester
SUBJECT: **Purchase of Emerald Ash Borer (EAB) Treatment Services**

RECOMMENDATION:

A resolution to award Bid 26-19 and authorize the purchase of Emerald Ash Borer (EAB) Treatment Services from Ace of Blades Lawn Care in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

Emerald ash borer is an invasive insect that specifically targets ash trees. Once a tree is infested, it has a 100% mortality rate. Fortunately, this is a treatable condition using trunk injections — similar to an IV treatment — where chemicals are injected directly into the tree. We plan to treat only the large, high-value ash trees.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in the Forestry and Outreach project within the Sales Tax Capital Improvements Fund.

ATTACHMENTS: 3. Staff Review Form, 4. BID Tabulation Data



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2578

A RESOLUTION TO AWARD BID 26-19 AND AUTHORIZE THE PURCHASE OF EMERALD ASH BORER TREATMENT SERVICES FROM ACE OF BLADES LAWN CARE AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-19 and authorizes the purchase of Emerald Ash Borer Treatment Services from Ace of Blades Lawn Care in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2578

Item ID

1/6/2026

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

Sara Combs

12/4/2025

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 26-19 and authorize the purchase of Emerald Ash Borer (EAB) Treatment Services from Ace of Blades Lawn Care in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

4470.520.8520-5806.00

Sales Tax Capital

Account Number

Fund

22002.1

Forestry and Outreach - Parks Tree Planting

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 478,014.37

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 478,014.37

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 478,014.37

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



BID TABULATION
Bid 26-19, Emerald Ash Borer (EAB) Treatment Services Rebid
 DEADLINE: Tuesday, December 2nd, 2025 at 2:00 PM

				Ace of Blades Lawn care		Tree Climbers LLC	
				Total			
				\$48,999.00		\$108,750.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Systemic Trunk Injection – for Ash Trees measuring 5-10" DBH	50	EA	\$35.00	\$1,750.00	\$145.00	\$7,250.00
2	Systemic Trunk Injection – for Ash Trees measuring 10-15" DBH	50	EA	\$70.00	\$3,500.00	\$190.00	\$9,500.00
3	Systemic Trunk Injection – for Ash Trees measuring 15-20" DBH	50	EA	\$105.00	\$5,250.00	\$250.00	\$12,500.00
4	Systemic Trunk Injection – for Ash Trees measuring 20-25" DBH	50	EA	\$140.00	\$7,000.00	\$300.00	\$15,000.00
5	Systemic Trunk Injection – for Ash Trees measuring 25-30" DBH	50	EA	\$175.00	\$8,750.00	\$360.00	\$18,000.00
6	Systemic Trunk Injection – for Ash Trees measuring 30-35" DBH	50	EA	\$210.00	\$10,500.00	\$420.00	\$21,000.00
7	Systemic Trunk Injection – for Ash Trees measuring 35+" DBH	50	EA	\$245.00	\$12,250.00	\$510.00	\$25,500.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Pavement Markings**

RECOMMENDATION:

A resolution to award Bid 26-01 and authorize the purchase of pavement marking installation from Everline Coating and Services and AF&G, LLC in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid Tabulation Data



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2365

A RESOLUTION TO AWARD BID NO. 26-01 AND APPROVE THE PURCHASE OF PAVEMENT MARKING INSTALLATION SERVICES FROM EVERLINE COATING AND SERVICES AND AF&G, LLC AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-01 and authorizes the purchase of pavement marking installation services from Everline Coating and Services and AF&G, LLC in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2365

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-01 and authorize the purchase of pavement marking installation from Everline Coating & Services and AF&G, LLC in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-01, Construction - Pavement Marking Installation

DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

Line #	Description	Total		Awarded by Price & Availability		Awarded by Price & Availability			
				EverLine Coating and Services		AF&G LLC		Time Striping, Inc	
				\$292,878.54		\$333,462.50		\$476,475.00	
		QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Reflectorized Paint Curb – RED, WHITE, YELLOW, or GREEN –(6" vertical face x 6" horizontal top)	1000	LF	\$1.06	\$1,060.00	\$1.75	\$1,750.00	\$3.00	\$3,000.00
2	Reflectorized Paint Marking – WHITE – 4"	60000	LF	\$0.33	\$19,800.00	\$0.38	\$22,800.00	\$0.45	\$27,000.00
3	Reflectorized Paint Marking – YELLOW – 4"	200000	LF	\$0.33	\$66,000.00	\$0.38	\$76,000.00	\$0.45	\$90,000.00
4	Reflectorized Paint Marking – WHITE – 6"	4500	LF	\$0.36	\$1,620.00	\$0.48	\$2,160.00	\$0.55	\$2,475.00
5	Reflectorized Paint Marking – YELLOW – 6"	10000	LF	\$0.51	\$5,100.00	\$0.48	\$4,800.00	\$0.55	\$5,500.00
6	Reflectorized Paint Marking – WHITE – 8"	500	LF	\$1.20	\$600.00	\$0.60	\$300.00	\$0.65	\$325.00
7	Reflectorized Paint Marking – YELLOW – 8"	500	LF	\$1.20	\$600.00	\$0.60	\$300.00	\$0.65	\$325.00
8	Reflectorized Paint Marking – WHITE – 12"	2000	LF	\$1.10	\$2,200.00	\$4.75	\$9,500.00	\$5.00	\$10,000.00
9	Reflectorized Paint Marking Arrows – WHITE	150	EA	\$44.62	\$6,693.00	\$65.00	\$9,750.00	\$100.00	\$15,000.00
10	Reflectorized Paint Marking – (Words Only: Lane, etc.)	26	EA	\$20.39	\$530.14	\$90.00	\$2,340.00	\$125.00	\$3,250.00
11	Reflectorized Paint Marking - (Symbols only: Bike, ADA, etc.)	20	EA	\$25.00	\$500.00	\$80.00	\$1,600.00	\$125.00	\$2,500.00
12	Reflectorized Paint Marking - YELLOW/WHITE (4" walk-behind trail striping)	30000	LF	\$0.33	\$9,900.00	\$0.58	\$17,400.00	\$0.55	\$16,500.00
13	Reflectorized Paint Marking - YELLOW/WHITE (4" walk-behind parking lot striping)	10000	LF	\$0.35	\$3,500.00	\$0.70	\$7,000.00	\$0.75	\$7,500.00
14	Methyl Methacrylate (MMA) - Standard Color	1000	SF	\$6.78	\$6,780.00	\$9.50	\$9,500.00	\$10.00	\$10,000.00
15	Methyl Methacrylate – YELLOW (4" walk-behind trail center line w/ glass beads)	10000	LF	\$1.37	\$13,700.00	\$2.50	\$25,000.00	\$3.25	\$32,500.00
16	Methyl Methacrylate – WHITE (w/ glass beads)	10000	SF	\$6.32	\$63,200.00	\$3.00	\$30,000.00	\$10.00	\$100,000.00
17	Methyl Methacrylate Arrows – White (w/ glass beads)	50	EA	\$94.22	\$4,711.00	\$275.00	\$13,750.00	\$500.00	\$25,000.00
18	Thermoplastic Marking Installation (City will provide material)	25	EA	\$5.00	\$125.00	\$40.00	\$1,000.00	\$50.00	\$1,250.00
19	Thermoplastic Marking - WHITE - 4"	1000	LF	\$4.11	\$4,110.00	\$2.95	\$2,950.00	\$3.00	\$3,000.00
20	Thermoplastic Marking - YELLOW - 4"	2500	LF	\$4.49	\$11,225.00	\$2.95	\$7,375.00	\$3.00	\$7,500.00
21	Thermoplastic Marking - WHITE - 6"	1000	LF	\$6.36	\$6,360.00	\$3.25	\$3,250.00	\$3.50	\$3,500.00
22	Thermoplastic Marking - YELLOW - 6"	2500	LF	\$6.60	\$16,500.00	\$3.25	\$8,125.00	\$3.50	\$8,750.00
23	Thermoplastic Marking - WHITE - 8"	200	LF	\$7.50	\$1,500.00	\$4.00	\$800.00	\$4.00	\$800.00
24	Thermoplastic Marking - YELLOW - 8"	200	LF	\$10.02	\$2,004.00	\$4.00	\$800.00	\$4.00	\$800.00
25	Thermoplastic Marking - WHITE - 12"	500	LF	\$12.72	\$6,360.00	\$7.75	\$3,875.00	\$8.00	\$4,000.00
26	Thermoplastic Marking - WHITE - 24"	250	LF	\$25.44	\$6,360.00	\$15.25	\$3,812.50	\$16.00	\$4,000.00
27	Thermoplastic Marking - GREEN - 24"	250	LF	\$36.00	\$9,000.00	\$30.00	\$7,500.00	\$32.00	\$8,000.00
28	Thermoplastic Marking - WORDS (Only, Lane, Stop, etc.)	10	EA	\$369.40	\$3,694.00	\$375.00	\$3,750.00	\$400.00	\$4,000.00
29	Thermoplastic Marking - ARROWS	10	EA	\$145.24	\$1,452.40	\$275.00	\$2,750.00	\$350.00	\$3,500.00
30	Thermoplastic Marking - SYMBOLS (Bike, ADA, Shared Lane, etc.)	10	EA	\$369.40	\$3,694.00	\$365.00	\$3,650.00	\$400.00	\$4,000.00
31	Pavement Marking Removal - Media Blasting	2500	SF	\$1.20	\$3,000.00	\$5.75	\$14,375.00	\$6.00	\$15,000.00
32	Pavement Marking Removal - Grinding	2500	SF	\$1.20	\$3,000.00	\$3.00	\$7,500.00	\$3.00	\$7,500.00
33	Installation of Bolt Down Fastener for Modular Street Materials	1000	EA	\$8.00	\$8,000.00	\$28.00	\$28,000.00	\$50.00	\$50,000.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Concrete Services**

RECOMMENDATION:

A resolution to award Bid 26-02 and authorize the purchase of Concrete Services from Sweetser Construction, Inc. in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid Tabulation Data - Concrete Services



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2367

A RESOLUTION TO AWARD BID 26-02 AND APPROVE THE PURCHASE OF CONCRETE SERVICES AS NEEDED FROM SWEETSER CONSTRUCTION, INC. THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-02 and authorizes the purchase of concrete services from Sweetser Construction, Inc. in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2367

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-02 and authorize the purchase of concrete services from Sweetser Construction, Inc. in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-02, Construction - Concrete
 DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

Line #	Description	Total		AWARDED Sweetser Construction, Inc.	
		QTY	UOM	Unit	Extended
1	Curb and Gutter Construction - Type A (See Appendix G)	1	LF	<u>\$57.50</u>	\$57.50
2	Curb and Gutter Construction - Type D (See Appendix G)	1	LF	<u>\$63.25</u>	\$63.25
3	Curb and Gutter Construction - Modified (See Appendix G)	1	LF	<u>\$57.50</u>	\$57.50
4	4" Thick Concrete - Sidewalk (See Appendix C)	1	SY	<u>\$90.85</u>	\$90.85
5	6" Thick Concrete - Sidewalk & Driveway Aprons (See Appendix C)	1	SY	<u>\$126.25</u>	\$126.25
6	Concrete Pavement Repair - 9" Thick (See Appendix F)	1	SY	<u>\$264.00</u>	\$264.00
7	Concrete Pavement Repair - Colored Concrete per detail ST8 (See Appendix F)	1	SY	<u>\$312.00</u>	\$312.00
8	(4') Drop Inlet - Type C or MO (See Appendix H)	1	EA	<u>\$5,760.00</u>	\$5,760.00
9	(5') Drop Inlet - Type C or MO (See Appendix H)	1	EA	<u>\$6,960.00</u>	\$6,960.00
10	(6') Drop Inlet - Type C or MO (See Appendix H)	1	EA	<u>\$8,160.00</u>	\$8,160.00
11	(4') Junction Box - Type C or MO (See Appendix H)	1	EA	<u>\$5,280.00</u>	\$5,280.00
12	(5') Junction Box - Type C or MO (See Appendix H)	1	EA	<u>\$6,480.00</u>	\$6,480.00
13	(6') Junction Box - Type C or MO (See Appendix H)	1	EA	<u>\$7,680.00</u>	\$7,680.00
14	(4') Drop Inlet Extension (See Appendix H)	1	EA	<u>\$1,800.00</u>	\$1,800.00
15	(5') Area Inlet (See Appendix H)	1	EA	<u>\$7,200.00</u>	\$7,200.00
16	Drop Inlet Back Opening (See Appendix H)	1	EA	<u>\$6,960.00</u>	\$6,960.00
17	4" Thick Concrete - ADA Ramp, Landing & Truncated Domes (See Appendix E)	1	SY	<u>\$126.50</u>	\$126.50
18	Remove and Replace 4" Thick Concrete - Sidewalk & Driveway Aprons (See Appendix D)	1	SY	<u>\$150.00</u>	\$150.00
19	Remove and Replace 4" Thick Concrete - ADA Ramps and Landings (See Appendix D)	1	SY	<u>\$207.00</u>	\$207.00
20	Remove and Replace 6" Thick Concrete - Sidewalk & Driveway Aprons (See Appendix D)	1	SY	<u>\$270.00</u>	\$270.00
21	Remove 18" - 24" Curb and Gutter and Replace with 18" Curb and Gutter	1	LF	<u>\$63.25</u>	\$63.25

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Tree Planting Services**

RECOMMENDATION:

A resolution to award Bid 26-03 and authorize the purchase of Tree Planting Services from Custom Lawn Care, LLC in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read, and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-03, Bid Tab - Tree Planting Services



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2368

A RESOLUTION TO AWARD BID 26-03 AND AUTHORIZE THE PURCHASE OF TREE PLANTING SERVICES FROM CUSTOM LAWN CARE, LLC AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-03 and authorizes the purchase of Tree Planting Services from Custom Lawn Care, LLC in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2368

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-03 and authorize the purchase of tree planting services from Custom Lawn Care, LLC in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 26-03, Construction - Tree Planting

DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

AWARDED

				Custom Lawn Care, LLC	
				\$279,000.00	
Line #	Description	QTY	UOM	Unit	Extended
1	Mulch installed 2" - 3" (shall be no more than 3")	500	EA	<u>\$20.00</u>	\$10,000.00
2	Water tree as needed, to ensure establishment through 1-Year Guarantee after acceptance	500	EA	<u>\$20.00</u>	\$10,000.00
3	Large/Medium Tree Species (2" caliper trees shall be used)	300	EA	<u>\$637.50</u>	\$191,250.00
4	Small Tree Species (4' Tall)	175	EA	<u>\$380.00</u>	\$66,500.00
5	Shrub Species (3-Gallon)	25	EA	<u>\$50.00</u>	\$1,250.00

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

Trevel Young, Procurement Agent

Kenry Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Asphalt Paving Services**

RECOMMENDATION:

A resolution to award Bid 26-04 and authorize the purchase of Asphalt Paving Services from Emery Sapp & Sons, Inc. in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid Tabulation Data



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2369

A RESOLUTION TO AWARD BID 26-04 AND APPROVE THE PURCHASE OF ASPHALT PAVING SERVICES AS NEEDED FROM EMERY SAPP & SONS, INC. THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-04 and authorizes the purchase of asphalt paving services from Emery Sapp & Sons, Inc. in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2369

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-04 and authorize the purchase of asphalt paving services from Emery Sapp & Sons, Inc. in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-04, Construction - Asphalt Paving
DEADLINE: Tuesday, October 21, 2025 at 2:00 PM

AWARDED											
Total				Emery Sapp & Sons, Inc.		McKenzie Asphalt LLC		Tomlinson Asphalt co.		APAC-Central, Inc.	
				\$787,500.00		\$825,000.00		\$825,000.00		\$947,500.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Asphalt Paving Overlay - Superpave 9.5mm Surface with Tack (See Appendix A)	1	TON	\$157.50	\$787,500.00	\$165.00	\$825,000.00	\$165.00	\$825,000.00	\$189.50	\$947,500.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Concrete Material**

RECOMMENDATION:

A resolution to award Bid 26-05 and authorize the purchase of Concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read, and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid Tabulation Data - Concrete Materials



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2370

A RESOLUTION TO AWARD BID 26-05 AND AUTHORIZE THE PURCHASE OF CONCRETE MATERIALS FROM TUNE CONCRETE AS PRIMARY SUPPLIER, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-05 and authorizes the purchase of concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices, and further authorizes the use of other bidders based on price and availability as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2370

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-05 and authorize the purchase of concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION

Bid 26-05, Construction - Concrete Material

DEADLINE: Tuesday, October 21, 2025 at 2:00 PM

				Awarded by Price & Availability		Awarded by Price & Availability		Awarded by Price & Availability	
				Tune Concrete (Tune)		Eagle Redi Mix Concrete LLC		APAC-Central, Inc	
Total				\$880,075.00		\$954,670.00		\$996,050.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	3500 PSI 3/4" Max Aggregate Size, 4" Slump o 28-Day Comp. Strength (psi) 3500 o Portland Cement (bags) 5.5 o Max. Water/Cem	500	CY	\$157.00	\$78,500.00	\$168.00	\$84,000.00	\$175.00	\$87,500.00
2	4000 PSI 3/4" Max Aggregate Size, 4" Slump	4000	CY	\$158.00	\$632,000.00	\$173.00	\$692,000.00	\$179.00	\$716,000.00
3	4000 PSI 1" Max Aggregate Size, 4" Slump	500	CY	\$158.00	\$79,000.00	\$170.00	\$85,000.00	\$176.00	\$88,000.00
4	4000 PSI 1" Max Aggregate Size With Fiber Reinforcement, 4" Slump	100	CY	\$166.00	\$16,600.00	\$178.00	\$17,800.00	\$184.00	\$18,400.00
5	4000 PSI 3/4" Max Aggregate Size, 4" Slump, High Early, 7 Bag Mix. For clarification, this specified as Class 1 mix with an addition	100	CY	\$175.00	\$17,500.00	\$183.00	\$18,300.00	\$196.00	\$19,600.00
6	4000 PSI ARDOT Class 5 7 1/2 Sack High Early, 1" Aggregate, 4" Slump. This needs to meet ARDOT's specification for high early co	100	CY	\$175.00	\$17,500.00	\$185.00	\$18,500.00	\$198.00	\$19,800.00
7	5500 PSI 1" Max Aggregate Size, 4" Slump	100	CY	\$174.00	\$17,400.00	\$185.00	\$18,500.00	\$192.00	\$19,200.00
8	Hydration Stabilizer Admixture - Price To Be Added To Concrete. This will rely on the supplier to provide an economic concrete m	100	CY	\$4.00	\$400.00	\$5.00	\$500.00	No Bid	
9	Flowable Fill	50	CY	\$140.00	\$7,000.00	\$145.00	\$7,250.00	\$143.00	\$7,150.00
10	1% Calcium Chloride Admixture - Price To Be Added To Concrete	100	CY	\$5.00	\$500.00	\$6.00	\$600.00	\$8.00	\$800.00
11	2% Calcium Chloride Admixture - Price To Be Added To Concrete	60	CY	\$10.00	\$600.00	\$12.00	\$720.00	\$10.00	\$600.00
12	Air Entraining Admixture - Price To Be Added To Concrete	2500	CY	No Bid		No Bid		No Bid	
13	Hot Water - Price To Be Added To Concrete	500	CY	\$7.00	\$3,500.00	\$6.00	\$3,000.00	\$8.00	\$4,000.00
14	Chilled Water - Price To Be Added To Concrete	500	CY	\$8.00	\$4,000.00	\$6.00	\$3,000.00	No Bid	
15	Ice - Price To Be Added To Concrete	100	CY	\$14.00	\$1,400.00	\$15.00	\$1,500.00	\$13.00	\$1,300.00
16	Exposed Aggregate 3/8" - Price To Be Added To Concrete	50	CY	\$22.00	\$1,100.00	\$40.00	\$2,000.00	\$30.00	\$1,500.00
17	Exposed Aggregate 1/2" - Price To Be Added To Concrete	50	CY	\$22.00	\$1,100.00	\$40.00	\$2,000.00	\$32.00	\$1,600.00
18	Type I Portland Cement	100	Tons	No Bid		No Bid		No Bid	
19	Concrete Sand	100	Tons	No Bid		No Bid		\$40.00	\$4,000.00
20	Masonry Sand	50	Tons	No Bid		No Bid		\$42.00	\$2,100.00
21	Mobilization Fee (After Hours & Weekends)	1	EA	\$1,800.00	\$1,800.00	No Bid		\$4,000.00	\$4,000.00
22	Colored Concrete Washout Fee (Per Truck)	1	EA	\$175.00	\$175.00	No Bid		\$500.00	\$500.00
Attributes									
What is the guaranteed deliver time from receipt of order?				24 hours		48-72 hours		45 minutes	

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

Trevel Young, Procurement Agent
Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Aggregate Materials**

RECOMMENDATION:

A resolution to award Bid 26-06 and authorize the purchase of aggregate materials from Hunt-Rogers Materials, LLC as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read, and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-06, Bid Tab - Aggregate Materials



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2371

A RESOLUTION TO AWARD BID 26-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM HUNT-ROGERS MATERIALS, LLC AS PRIMARY SUPPLIER, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-06 and authorizes the purchase of aggregate materials in variable amounts and for varying unit prices from Hunt-Rogers Materials, LLC as primary supplier, and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2371

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-06 and authorize the purchase of aggregate materials from Hunt-Rogers Materials, LLC as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-06, Aggregate Materials
 DEADLINE: Tuesday, October 21, 2025 at 2:00 PM

				AWARD BY PRICE & AVAILABILITY		AWARD BY PRICE & AVAILABILITY	
				Hunt-Rogers Materials LLC.		APAC-Central, Inc.	
				Total			
				\$546,750.00		\$565,250.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Class 7 Base (SB-2) - Includes Wet And Dry	30000	Ton	\$12.00	\$360,000.00	\$11.50	\$345,000.00
2	Concrete Aggregate - 1.5 Inches	500	Ton	\$19.50	\$9,750.00	\$21.00	\$10,500.00
3	Concrete Aggregate - 3/4 Inch	500	Ton	\$23.00	\$11,500.00	\$23.50	\$11,750.00
4	"B" Stone - 3 to 5 Inches	2500	Ton	\$16.00	\$40,000.00	\$12.50	\$31,250.00
5	Abrasives/Grit (1/4 Inch Chips)	500	Ton	\$15.00	\$7,500.00	\$16.50	\$8,250.00
6	Shot Rock	500	Ton	\$11.00	\$5,500.00	\$12.00	\$6,000.00
7	Rip Rap Limestone	1500	Ton	\$25.00	\$37,500.00	\$26.00	\$39,000.00
8	Abrasives/Grit (1/4 Inch Clean Chips)	500	Ton	No Bid		\$47.00	\$23,500.00
9	Select Embankment (Hillside Gravel)	15000	CY	\$5.00	\$75,000.00	\$6.00	\$90,000.00
10	Delivery	1	Load	No Bid		No Bid	
Attributes							
Where is plant location for pickup by City staff or its designee?				15557 Hamstring Road Fayetteville, AR 72704 or 21202 North Parsons Road Springdale, AR 72764		Puppy Creek Rd	
What is the maximum guaranteed wait time to load?				8 minutes		30 minutes	

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

Trevel Young, Procurement Agent

Kenhy Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Asphalt Materials**

RECOMMENDATION:

A resolution to authorize the purchase of asphalt materials for use by the Transportation Division on an as-needed basis through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results for Quarter 1 are attached to this memo.

Ark. Code Ann. §14-58-104(14) provides that the City may purchase "motor fuels, oil, asphalt, asphalt oil, and natural gas" without soliciting bids; and because price volatility in the crude oil market affects the cost of asphalt, the Transportation Division proposes to solicit and accept bids as necessary without the need for further approval of the City Council through calendar year 2026.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-07, Bid Tab - Asphalt Materials



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2372

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION ON AN AS NEEDED BASIS THROUGH THE END OF 2026

WHEREAS, Ark. Code Ann. § 14-58-104(14) provides that the city may purchase “motor fuels, oil, asphalt, asphalt oil, and natural gas” without soliciting bids; and

WHEREAS, because price volatility in the crude oil market affects the cost of asphalt, the Transportation Division proposes to solicit and accept bids on at least a quarterly basis without the need for further approval of the City Council through calendar year 2026.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of asphalt materials for use by the Transportation Division through the end of 2026, and authorizes the Transportation Division to solicit informal bids or quotes on at least a quarterly basis without the need for further approval of the City Council.

City of Fayetteville Staff Review Form

2025-2372

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-07 and authorize the purchase of aphalt materials from Emery Sapp & Sons, Inc as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-07, Asphalt Materials - Quarter 1
DEADLINE: Tuesday, October 21, 2025 at 2:00 PM

				AWARD BY PRICE & AVAILABILITY		AWARD BY PRICE & AVAILABILITY	
				APAC-Central, Inc.		Emery Sapp & Sons, Inc.	
				\$775,700.00		\$1,136,103.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section A: Type 2 Surface	1	EA	\$314,000.00	\$314,000.00	\$539,000.00	\$539,000.00
1.1	Asphalt Concrete Hot Mix Surface Course Type 2, per AHTD 1996 Specifications, PG 64-22, With Millings and Shingles Allowed (RAP/RAS)	3000	Ton	No Bid		\$75.00	
1.2	Asphalt Concrete Hot Mix Surface Course Type 2 per AHTD 1996 Specifications, PG 64-22, With Millings Only (RAP)	2000	Ton	\$74.00		\$73.00	
1.3	Asphalt Concrete Hot Mix Surface Course Type 2 per AHTD 1996 Specifications, PG 64-22, No Millings or Shingles (Virgin)	2000	Ton	\$83.00		\$84.00	
2	Section B: Type 2 Binder	1	EA		\$35,500.00		\$35,500.00
2.1	Asphalt Concrete Hot Mix Binder Course Type 2 per AHTD 1996 Specifications, PG 64-22, With Millings or Shingles (RAP/RAS)	500	Ton	\$71.00		\$71.00	
3	Section C: Superpave Surface 9.5MM	1	EA	\$87,500.00	\$87,500.00	\$177,500.00	\$177,500.00
3.1	Asphalt Concrete Hot Mix Course 9.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings or Shingles (RAP/RAS)	1000	Ton	No Bid		\$90.00	
3.2	Asphalt concrete Hot Mix Course 9.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings Only (RAP)	500	Ton	\$85.00		\$85.00	
3.3	Asphalt concrete Hot Mix Course 9.5mm as per AHTH Specifications, PG 70-22, With Millings Only (RAP)	500	Ton	\$90.00		\$90.00	
4	Section D: Superpave Surface 12.5MM	1	EA	\$178,000.00	\$178,000.00	\$223,375.00	\$223,375.00
4.1	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings and Shingles (RAP/RAS)	500	Ton	No Bid		\$90.00	
4.2	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings Only (RAP)	500	Ton	\$79.00		\$79.75	
4.3	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 70-22, With Millings Only (RAP)	500	Ton	\$85.00		\$85.00	
4.4	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 76-22, With Millings Only (RAP). Pre-Oct 2018	500	Ton	\$94.00		\$94.00	
4.5	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 76-22, No Millings or Shingles (Virgin)	500	Ton	\$98.00		\$98.00	
5	Section E: Other Items	1	EA	\$160,700.00	\$160,700.00	\$160,725.00	\$160,725.00
5.1	Asphalt concrete Hot Mix Surface Course 4.75mm as per AASHTO recommendation, PG 64-22, No Millings or Shingles (Virgin)	1500	Ton	\$95.00		\$95.00	
5.2	Tack Oil (IN GALLONS)	2500	Gallon	\$7.00		\$7.00	
5.3	START UP PRICE FOR PLANT - Estimated One (1) Event Each Year	1	Lump Sum	\$700.00		\$725.00	
5.4	Delivery - Cost per Ton	4500	Ton	No Bid		No Bid	
6	Section F: Asphalt Millings for Sale - Through 12/31/2024	1	EA			\$3.00	3.00
6.1	Asphalt Millings (Picked Up By Vendor From City of Fayetteville)	1	Ton	No Bid		No Bid	
6.2	Asphalt Millings (Delivered To Vendor at Convenience of City Staff)	1	Ton	No Bid		\$3.00	
Attributes							
What is the address of the plant location?				Puppy Creek Rd (Springdale)		17137 Pleasure Heights Rd (Springdale)	
What is the maximum guaranteed wait time to load?				45 minutes		30 minutes	

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

Trevel Young, Procurement Agent

Kelly Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of High Performance Cold Mix**

RECOMMENDATION:

A resolution to award Bid 26-09 and authorize the purchase of High Performance Cold Mix from Atlas Asphalt, Inc and Emery Sapp & Sons, Inc in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid Tabulation Data - High Performance Cold Mix



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2374

A RESOLUTION TO AWARD BID 26-09 AND APPROVE THE PURCHASE OF HIGH PERFORMANCE COLD MIX AS NEEDED FROM ATLAS ASPHALT, INC AND EMERY SAPP & SONS, INC THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-09 and authorizes the purchase of High Performance Cold Mix from Atlas Asphalt, Inc and Emery Sapp & Sons, Inc in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2374

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-09 and authorize the purchase of high performance cold mix for pickup from Atlas Asphalt, Inc and for delivery from Emery Sapp & Sons, Inc in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-09, High Performance Cold Mix
 DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

Line #	Description	Total		AWARD BY PRICE & AVAILABILITY		AWARD BY PRICE & AVAILABILITY	
				Atlas Asphalt, Inc.		Emery Sapp & Sons, Inc. (Asphalt)	
				\$122,280.00		\$116,000.00	
		QTY	UOM	Unit	Extended	Unit	Extended
1	High Performance Cold Mix - For pick up by the City of Fayetteville from Vendor's location. (*UPM - Mix*)	400	TON	\$122.50	\$49,000.00	\$135.00	\$54,000.00
2	High Performance Cold Mix - For delivery by vendor to a City of Fayetteville location. (*UPM - Mix*)	400	TON	\$158.20	\$63,280.00	\$155.00	\$62,000.00

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

Trevel Young, Procurement Agent

Kermy Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of HDPE Drainage Pipe**

RECOMMENDATION:

A resolution to award Bid 26-08 and authorize the purchase of HDPE Drainage Pipe from Northwest Arkansas Winwater in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid Tabulation Data - HDPE Drainage Pipe



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2373

A RESOLUTION TO AWARD BID 26-08 AND APPROVE THE PURCHASE OF HDPE DRAINAGE PIPE AS NEEDED FROM NORTHWEST ARKANSAS WINWATER THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-08 and authorizes the purchase of HDPE drainage pipe from Northwest Arkansas Winwater in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2373

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-03 and authorize the purchase of HDPE drainage pipe from Northwest Arkansas Winwater in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-08, HDPE Drainage Pipe
 DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

				AWARDED	
				Northwest Arkansas Winwater	
				\$100,310.44	
Line #	Description	QTY	UOM	Unit	Extended
1	Section A: Plastic Drainage Pipe	1	EA	\$46,738.64	\$46,738.64
1.1	Plastic Drainage Pipe N-12 Soil Tight (15 Inches)	100	LF	\$11.75	
1.2	Plastic Drainage Pipe N-12 Soil Tight (18 Inches)	500	LF	\$14.64	
1.3	Plastic Drainage Pipe N-12 Soil Tight (24 Inches)	500	LF	\$23.94	
1.4	Plastic Drainage Pipe N-12 Soil Tight (30 Inches)	300	LF	\$35.72	
1.5	Plastic Drainage Pipe N-12 Soil Tight (36 Inches)	100	LF	\$48.28	
1.6	Plastic Drainage Pipe N-12 Soil Tight (42 Inches)	60	LF	\$69.96	
1.7	Plastic Drainage Pipe N-12 Soil Tight (48 Inches)	60	LF	\$76.56	
1.8	Flared End Section (15 Inches)	2	EA	\$238.69	
1.9	Flared End Section (18 Inches)	2	EA	\$319.58	
1.10	Flared End Section (24 Inches)	2	EA	\$410.95	
1.11	Flared End Section (30 Inches)	2	EA	No Bid	
1.12	Flared End Section (36 Inches)	2	EA	No Bid	
1.13	Flared End Section (42 Inches)	2	EA	No Bid	
1.14	Flared End Section (48 Inches)	2	EA	No Bid	
2	Section B: High Performance Plastic Drainage Pipe	1	EA	\$53,571.80	\$53,571.80
2.1	Plastic Drainage Pipe High Performance (15 Inches)	100	LF	\$14.35	
2.2	Plastic Drainage Pipe High Performance (18 Inches)	300	LF	\$18.75	
2.3	Plastic Drainage Pipe High Performance (24 Inches)	300	LF	\$28.25	
2.4	Plastic Drainage Pipe High Performance (30 Inches)	500	LF	\$47.30	
2.5	Plastic Drainage Pipe High Performance (36 Inches)	60	LF	\$58.33	
2.6	Plastic Drainage Pipe High Performance (42 Inches)	60	LF	\$83.50	
2.7	Plastic Drainage Pipe High Performance (48 Inches)	60	LF	\$97.95	
Attributes					
What is the guaranteed delivery time from receipt of order?				21 Days	

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Lighting**

RECOMMENDATION:

A resolution to award Bid 26-12 and authorize the purchase of Lighting from Premier Lighting Group as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid Tabulation Data - Lighting



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2375

A RESOLUTION TO AWARD BID 26-12 AND AUTHORIZE THE PURCHASE OF LIGHTING FROM PREMIER LIGHTING GROUP AS PRIMARY SUPPLIER, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-12 and authorizes the purchase of lighting from Premier Lighting Group as primary supplier in variable amounts and for varying unit prices, and further authorizes the use of other bidders based on price and availability as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2375

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-12 and authorize the purchase of lighting from Premier Lighting Group as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-12, Lighting
 DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

Line #	Description	Total		JONAH'S ENTERPRISES INC.		AWARD		Diggs Electrical Supply Inc	
				\$72,800.00		\$464,460.00		\$535,814.80	
				Unit	Extended	Unit	Extended	Unit	Extended
1	Visionaire Lighting Model# ODN-1-L-T2-48LC-5-3K-UNV-UAM-BK-C5/H3-Trail Fixture	25	EA	No Bid		\$1,355.00	\$33,875.00	\$1,985.16	\$49,629.00
2	Visionaire Lighting Model# N2F-L-L1TA-T2-32LC-5-3K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	10	EA	\$780.00	\$7,800.00	\$1,800.00	\$18,000.00	\$2,132.58	\$21,325.80
3	Visionaire Lighting Model# N2F-L-L1TA-T2-32LC-5-3K-UNV-PT-CC-FIN1-FBC (RAL 70-22)-Street Fixture	50	EA	No Bid		\$1,849.00	\$92,450.00	\$2,245.00	\$112,250.00
4	Visionaire Lighting Model# N2F-L-HTL1NL-(type)-32LC-5-3K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	50	EA	No Bid		\$1,945.00	\$97,250.00	\$2,253.00	\$112,650.00
5	Visionaire Lighting Model# N2F-L-HTL1NL-(type)-48LC-5-4K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	50	EA	\$1,300.00	\$65,000.00	\$2,050.00	\$102,500.00	\$2,284.00	\$114,200.00
6	Visionaire Lighting Model# VA-100-M-S1-4-BK-Trail Arm	25	EA	No Bid		\$230.00	\$5,750.00	\$278.00	\$6,950.00
7	Alliance Composites, Inc. Model# D3TS15F00NCA0254/BAS-0012-JAX-Direct bury 12 ft. exposed, 16 in. black decorative base	25	EA	No Bid		\$945.00	\$23,625.00	No Bid	
8	Visionaire Lighting Model# RNTFA-5R-.188-12-AKB-343-T3R-BLACK- DCB-4-SRF-BLACK (14 ft. Pole)-Street Pole and Base	10	EA	No Bid		\$1,873.00	\$18,730.00	\$2,467.00	\$24,670.00
9	Visionaire Lighting Model# RNTFA-5R-.188-12-AKB-343-T3R-BLACK- DCB-4-SRF-BLACK (12 ft. Pole)-Street Pole and Base	10	EA	No Bid		\$1,672.00	\$16,720.00	\$2,256.00	\$22,560.00
10	Visionaire Lighting Model# RNTFA-5R-.188-14-AKB-343-T3R-CC-DCB-4-SRF-RAL 70-22 (14 ft. Pole)-Street Pole & Base	10	EA	No Bid		\$1,988.00	\$19,880.00	\$2,588.00	\$25,880.00
11	Visionaire Lighting Model# RNTFA-5R-.188-12-AKB-343-T3R-CC-DCB-4-SRF-RAL 70-22 (12 ft. Pole)-Street Pole & Base	10	EA	No Bid		\$1,933.00	\$19,330.00	\$2,376.00	\$23,760.00
12	Visionaire Lighting Model# RNTFA-4R-.188-8.5-AKB-343-T3R-CC-DCB-4-SRF-RAL 70-22 (8'-6" ft. Pole)-Street Pole & Base	10	EA	No Bid		\$1,635.00	\$16,350.00	\$2,194.00	\$21,940.00

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

Trevel Young, Procurement Agent

Kenry Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Byron Humphry, Director of Park Operations and Facilities
SUBJECT: **Purchase of Sod**

RECOMMENDATION:

A resolution to award Bid 26-20 and authorize the purchase of Sod from 36 North Network Solutions in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-20, Bid Tab - Final



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2579

A RESOLUTION TO AWARD BID 26-20 AND AUTHORIZE THE PURCHASE OF SOD FROM 36 NORTH NETWORK SOLUTIONS AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-20 and authorizes the purchase of sod from 36 North Network Solutions in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2579

Item ID

1/6/2026

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

Sara Combs

12/4/2025

PARKS OPERATIONS (521)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 26-20 and authorize the purchase of Sod from 36 North Network Solutions in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

Various

General

Account Number

Fund

NA

NA

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,420,004.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 2,420,004.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,420,004.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the 2026 budget for the Parks Operations division for the fund listed.



BID TABULATION
Bid 26-20, Sod Rebid

DEADLINE: Tuesday, December 2nd, 2025 at 2:00 PM

Line #	Description	Total		SiteOne Landscape Supply		36 North Network Solutions	
		QTY	UOM	Unit	Extended	Unit	Extended
1	TIF Bermuda Sod - Delivered	25000	Sq Ft	\$0.70	\$17,500.00	<u>\$0.52</u>	\$13,000.00
2	TIF Bermuda Sod - Delivered and Installed	25000	Sq Ft	\$0.00	\$0.00	<u>\$0.95</u>	\$23,750.00
3	TIF Bermuda Sod - Delivered, Installed, and Turf Reinforcement Netting Removed	50000	Sq Ft	\$0.00	\$0.00	<u>\$0.99</u>	\$49,500.00
4	Tall Fescue Sod - Delivered	10000	Sq Ft	\$0.00	\$0.00	<u>\$0.67</u>	\$6,700.00
5	Tall Fescue Sod - Delivered and Installed	10000	Sq Ft	\$0.00	\$0.00	<u>\$1.10</u>	\$11,000.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Topsoil**

RECOMMENDATION:

A resolution to award Bid 26-14 and authorize the purchase of Topsoil from Grant Garrett Excavating, Inc as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read, and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-14, Bid Tab - Topsoil



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2377

A RESOLUTION TO AWARD BID 26-14 AND AUTHORIZE THE PURCHASE OF TOPSOIL FROM GRANT GARRETT EXCAVATING, INC AS PRIMARY SUPPLIER, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-14 authorizes the purchase of topsoil from Grant Garrett Excavating, Inc as primary supplier in variable amounts and for varying unit prices, and further authorizes the use of other bidders based on price and availability as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2377

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-14 and authorize the purchase of topsoil from Grant Garrett Excavating, Inc as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-14, Topsoil (Screened and Unscreened)
 DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

Line #	Description	Total		Awarded by Price & Availability		Awarded by Price & Availability	
				Grant Garrett Excavating INC		NEC, Inc (N.E.C., Inc.)	
				\$189,220.00		\$197,000.00	
		QTY	UOM	Unit	Extended	Unit	Extended
1	Screened Topsoil - Delivered	1500	CY	\$26.34	\$39,510.00	\$25.00	\$37,500.00
2	Screened Topsoil - Pickup	1500	CY	\$13.44	\$20,160.00	\$15.00	\$22,500.00
3	Unscreened Topsoil - Delivery	6000	CY	\$19.89	\$119,340.00	\$21.00	\$126,000.00
4	Unscreened Topsoil - Pickup	1000	CY	\$10.21	\$10,210.00	\$11.00	\$11,000.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Chris Brown, Public Works Director

FROM: Byron Humphry, Director of Park Operations and Facilities

SUBJECT: **Approval of Comfort Systems Quote of a not-to-exceed amount of \$123,058.00 for the repair of plumbing in the Development Services building.**

RECOMMENDATION:

Approval of Comfort Systems quote of a not-to-exceed amount of \$123,058.00 for the repair of plumbing in the Development Services building.

BACKGROUND:

Per Resolution 266-21, Comfort Systems is the City's on-call vendor for Plumbing Services.

DISCUSSION:

The plumbing for the sewer line in the Development Services building has been an ongoing issue. There is currently a clog in the line that can't be reached with conventional devices and has rendered two restrooms inoperable. After investigation with a camera, it was determined that a fitting for the vent stack is installed backwards and is thus preventing access to the clog. To access this clog, the contractor will remove the flooring in the men's restroom, excavate the material around the pipes, and install the fitting properly. Once the plumbing line is exposed and easily accessed, an attempt will be made to clear the clog and a camera will also be utilized to scope the plumbing system to determine if there are other piping failures that need to be repaired or replaced. This investigation could lead to further repair work that is required, including more extensive excavation which would require additional floor cuts. Comfort Systems has put together an inclusive scope of work based on what is currently known and likely scenarios for a provisional scope of work that might need to occur based on their findings once the plumbing is accessed through the floor. Comfort Systems offers a not-to-exceed estimate of \$123,058 to excavate, investigate and repair the sewer line.

BUDGET/STAFF IMPACT:

The not-to-exceed cost for this proposal is \$123,058. This expense would come from budgeted CIP funds within the Facilities Management Building Improvement Project.

ATTACHMENTS: 3. Staff Review Form, 4. Comfort Systems NTE Quote Plumbing Repair



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2742

A RESOLUTION TO ACCEPT THE QUOTE FROM COMFORT SYSTEMS AND AUTHORIZE PLUMBING REPAIRS IN THE DEVELOPMENT SERVICES BUILDING IN AN AMOUNT NOT TO EXCEED \$123,058.00

WHEREAS, on November 2, 2021, City Council passed Resolution 266-21 authorizing a contract with Comfort Systems for on-call plumbing services; and

WHEREAS, the plumbing for the sewer line in the Development Services building has been an ongoing issue and currently has a clog in the line that cannot be reached with conventional devices leaving two restrooms inoperable.

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 accepts the quote from Comfort Systems and authorizes plumbing repairs in the Development Services building in an amount not to exceed \$123,058.00.

City of Fayetteville Staff Review Form

2025-2742

Item ID

1/6/2026

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

Byron Humphry

12/16/2025

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Comfort Systems quote of a Not to Exceed amount of \$123,058.00 for the repair of plumbing in the Development Services building.

Budget Impact:

4470.140.8900-5400.00

Sales Tax

Account Number

Fund

02046.1

Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 965,935.00

Expenses (Actual+Encum)

\$ 564,335.03

Available Budget

\$ 401,599.97

Does item have a direct cost? Yes

Item Cost

\$ 123,058.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 278,541.97

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 266-21

Change Order Number:

Approval Date: 11/2/2021

Original Contract Number:

Comments: Comfort Systems is the City on-call Plumbing Vendor by Res 266-21

Comfort Systems USA (Arkansas), Inc.
Post Office Box 16620
Little Rock, Arkansas 72231
501-834-3320 Phone
501-834-5416 Fax

December 16, 2025

City of Fayetteville Development Services
125 W. Mountain St.
Fayetteville, AR

Proposal #0202121625

RE: Underground sewer line work

Attn.: Byron

We propose during normal working hours 7:00 AM – 7:00 AM to furnish all labor and material, associated with the above referenced project to the total amount of:

NTE Time and Material Base Bid.....\$123,058.00

We have specifically included the following:

1. Schedule time to start project
2. Install dust barrier and floor protection as needed
3. Sawcut, demo and dispose of up to a 10'x 10' area of concrete in the men's restroom
4. Excavate an area up to 10'x 10' x 6' deep in the men's restroom as needed
5. Sawcut, demo and dispose of concrete around the toilet and floor drain in the women's restroom if needed
6. Supply and install sch 40 pvc to all fixtures in the men's and women's restrooms upstream of the backwards wye
7. Attempt to bust clog while underground piping is open and report findings to city, camera as needed
8. Install the wye correctly
9. If it's found that the cause of the clog is due to the quality of the pipe or the clog is unable to be busted from the men's restroom, cut up to a 5'x 5' area of concrete and excavate up to 6' deep to correct the issue
10. Backfill all ditches to original grad and compaction
11. Pour concrete back to original
12. Clean area of trash and material.

We have not included the following items:

1. Time lost due to rescheduling
2. Piping beyond this scope of work.
3. Work done during after hours, nights and weekends
4. Price to repair or replace utilities damaged during excavation
5. Finished floor
6. Demo or reinstall of partitions

Thanks for your consideration. Please call if you have any questions. Quote valid for 15 days.

Sincerely



COMFORT SYSTEMS USA (ARKANSAS), INC.

License # 0004460425

Jeremy Stephens

Project Manager

(501)539-1758

9924 Landers Road
North Little Rock, Arkansas 72117



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Extension of Sewer Service in Washington County**

RECOMMENDATION:

Staff recommends City Council approval of sewer service for a single-family home located at 3292 E. Skillern Rd. in Washington County.

BACKGROUND:

Sewer service for a proposed new single-family home in Washington County has been requested at 3292 E. Skillern Rd. A sewer main extension across Skillern Road from Charleston Xing would be required to service this property.

DISCUSSION:

Per City of Fayetteville Code §51.113(C), City Council approval is necessary for any sewer connections outside the corporate city limits of Fayetteville, Farmington, Greenland, or Johnson. Addition of this sewer connection will not negatively impact system capacities in the vicinity.

BUDGET/STAFF IMPACT:

None.

ATTACHMENTS: 3. Staff Review Form, 4. Skillern Vicinity Map, 5. Skillern Sewer Main Extension - Exhibit



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2748

A RESOLUTION TO APPROVE AN EXTENSION OF THE CITY’S SEWERAGE SYSTEM BEYOND THE CITY LIMITS TO PROPERTY LOCATED AT 3292 EAST SKILLERN ROAD

WHEREAS, § 51.113 **Sewer Service and Extension Policy** states that “the city’s sewerage system shall not be extended outside the city’s corporate limits except on the express approval of the City Council”; and

WHEREAS, Carl George has requested to connect to the City’s sewer main that currently runs across his property located at 3292 East Skillern Road.

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 request by Carl George for an extension of the City’s sewerage system beyond the city limits to her property located at 3292 East Skillern Road upon payment of the necessary tapping fee and any other costs required to make the sewer connection.

City of Fayetteville Staff Review Form

2025-2748

Item ID

1/6/2026

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

Tim Nyander

12/18/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval of sewer service for a single-family home located at 3292 E. Skillern Rd. in Washington County.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

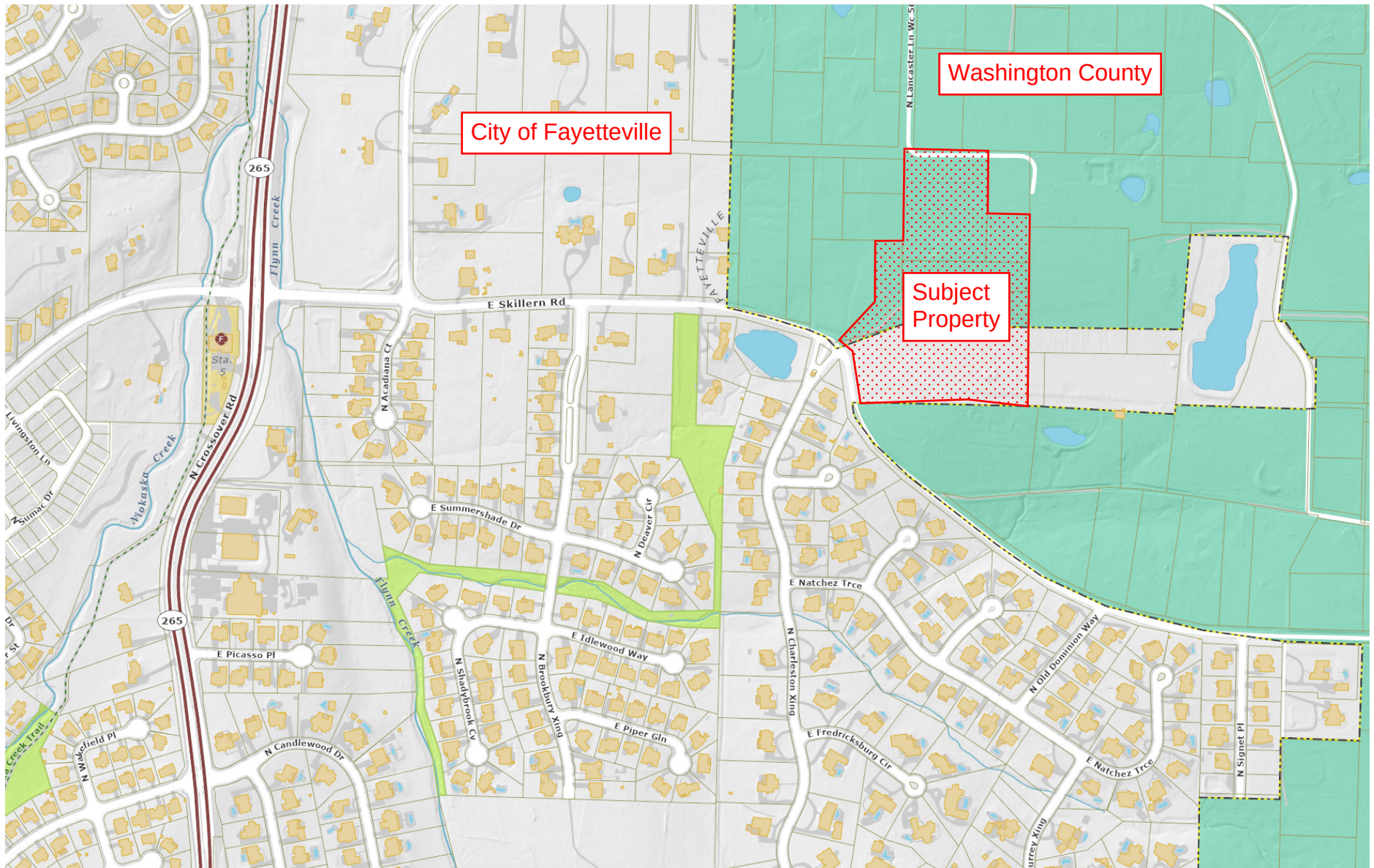
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

E. Skillern Rd. Request for Sewer Service Outside City Limits





MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Budget Adjustment for Construction Materials Account**

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the amount of \$400,000.00 to the Construction Materials account within the Water & Sewer fund due to increased material costs and additional construction expenses for 2025.

BACKGROUND:

The Construction Materials account within the Water & Sewer fund is currently over budget for 2025 due to material price increases and additional construction expenses for 2025. The City experienced a large 36-inch water main break in 2025 that had a cost of over \$200,000.00 to repair.

DISCUSSION:

A budget adjustment is needed in the Water & Sewer fund due to increased material costs, price increases, additional construction expenses, and the 36-inch main line leak repair that was over \$200,000.00. Funds are available from other capital projects, and staff requests to transfer them over to the Construction Materials account to cover this overage and the remaining expenses for the year.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to move \$400,000 into the Construction Materials account.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2701

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$400,000.00 TO MOVE FUNDS TO THE CONSTRUCTION MATERIALS ACCOUNT WITHIN THE WATER & SEWER FUND

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 in the amount of \$400,000.00, a copy of which is attached to this Resolution, to move funds to the construction materials account within the Water & Sewer fund due to increased material costs and additional construction expenses.

City of Fayetteville Staff Review Form

2025-2701

Item ID

1/6/2025

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

Tim Nyander

12/11/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment in the amount of \$400,000.00 to the Construction Materials account within the Water & Sewer fund due to increased material costs and additional construction expenses for 2025.

Budget Impact:

5400.720.4310-5216.00

Water & Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,082,014.00

Expenses (Actual+Encum)

\$ 1,279,013.39

Available Budget

\$ (196,999.39)

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 400,000.00

Remaining Budget

\$ 203,000.61

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	WATER SEWER (720)	
	Requestor: Mailee Thao	

A council budget adjustment is needed for the Water & Sewer operational project due to increased material costs, price increases, additional construction expenses, and the 36-inch main line leak repair that was over \$200K. Funds are available from these capital projects, and we need to move them over to cover this overage and the remaining expenses for the year.

	COUNCIL DATE:	1/6/2026
	ITEM ID#:	2025-2701
		Holly Black
		12/11/2025 11:42 AM
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	12/31/2025
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Blake Rutherford
FROM: Devin Howland, Director of Economic Development
SUBJECT: **Packaging Specialties, Inc. Tax Back Program**

RECOMMENDATION:

Staff is recommending approval of a Resolution to approve and certify the participation of Packaging Specialties, Inc. in the Arkansas Tax Back program and to agree to authorize the Department of Finance and Administration to refund City sales tax back to Packaging Specialties for qualified purchases as authorized by {A.C.A. §15-4-2706 (d)(B)(ii)}.

BACKGROUND:

Packaging Specialties was founded in Fayetteville, Arkansas in 1974 and is a long-standing, family-owned employer. The company specializes in the design and development of food-grade packaging products, as well as the manufacturing of packaging machinery. They currently employ more than 473 people across three U.S. locations, with over 250 of those jobs based in Fayetteville.

As the company advanced plans to expand its facilities, the City of Fayetteville was able to assist on several fronts. The Department of Economic Development supported Packaging Specialties in pursuing state incentives through the Arkansas Economic Development Division.

DISCUSSION:

The Packaging Specialties expansion will take place at its existing facilities at 1755 S. Armstrong Avenue and will include construction of a new building along with improvements to current operations. In total, the company plans to invest \$24 million in its Fayetteville operation. The project will add more than 101 new employees over the next five years, with an average hourly wage of \$25.18.

The purpose of this Resolution is to endorse Packaging Specialties participation in the Arkansas Economic Development Commission's Tax Back Program, authorizing the Department of Finance and Administration to refund local sales taxes for eligible expenses under the Tax Back Program.

What is the Arkansas Economic Development Commission's Tax Back Program?

The Arkansas Economic Development Commission's Tax Back Program is an investment incentive designed to reduce the upfront costs of eligible business expansions and new facilities. The program provides a refund of state and local sales and use taxes paid on building materials, taxable machinery, and equipment used in qualified projects (purchased within the participating municipality). The Tax Back program is governed by {A.C.A. §15-4-2706 (d)(B)(ii)} of the Consolidated Incentive Act of 2003.

BUDGET/STAFF IMPACT:

Staff believes the budget impact will be neutral. The growth of jobs and wages is expected to generate new sales tax revenue from additional employees, and the expansion may also position Packaging Specialties to make further investments in the future.

ATTACHMENTS: 3. Staff Review Form, 4. Packaging Specialty Letter of Support Chamber

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2616

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF PACKAGING SPECIALTIES, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO PACKAGING SPECIALTIES, INC. FOR QUALIFIED PURCHASES

WHEREAS, Packaging Specialties, Inc. is a privately-owned company located in Fayetteville at 1755 S. Armstrong Avenue which plans to expand its operations as it continues work on the design and development of food-grade packaging and manufacturing of packaging machinery with a planned investment of \$24 million in construction and equipment; and

WHEREAS, Packaging Specialties, Inc. will add more than 101 new employees over the next five years, with an average hourly wage of \$25.18; and

WHEREAS, in order to certify Packaging Specialties, Inc. to participate in the sales and use tax refund program, either Washington County or the City of Fayetteville, or both, must “(s)pecify that the Department of Finance and Administration is authorized to refund local sales taxes to the qualified business.” {A.C.A. §15-4-2706 (d)(1)(B)(ii)}; and

WHEREAS, the City of Fayetteville or Washington County must also endorse Packaging Specialties, Inc.’s participation in this state and local sales and use tax refund program; and

WHEREAS, bond indentures prevent diversion of sales tax proceeds from the city’s bonded penny sales and use tax.

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 endorses Packaging Specialties Inc.’s participation in the sales and use tax refund program authorized by A.C.A. §15-4-2706(d) in relation to its construction, equipping and hiring at its new facility in Fayetteville, Arkansas.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby specifies that the Department of Finance and Administration is authorized to refund the non-bonded penny city sales tax to Packaging Specialties Inc. for qualified construction and equipment purchased for its facility in Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

2025-2616

Item ID

1/6/2026

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

Devin Howland

12/8/2025

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

PACKAGING SPECIALTIES, INC.: A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF PACKAGING SPECIALTIES, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO PACKAGING SPECIALTIES, INC. FOR QUALIFIED PURCHASES.

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:

November 25, 2025

To Whom it May Concern:

I am writing to express our strong support for Packaging Specialties receiving the City's Tax Back commitment associated with the company's announced major expansion in Fayetteville.

As Packaging Specialties continues to grow, the company is investing in new technology and expanding its workforce to support long-term operations. This expansion represents a significant decision to grow in Fayetteville, versus their other locations across the U.S., and demonstrates their confidence in the City's business climate and workforce.

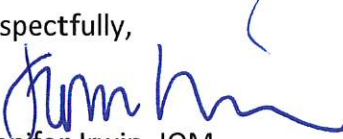
Truly a "Fayetteville" company, Packaging Specialties is a legacy, family-owned manufacturer founded in 1974. Between its two divisions (Packaging Specialties, Inc. and Pacmac), the company currently employs around 250 people. Many of its workers live and/or spend their income here in Fayetteville.

This expansion will have a substantial impact on Fayetteville and the region. The company will add an additional 100 employees over the next five years with average wages above \$25 per hour, representing an injection of \$5M in new payroll into the economy. This expansion will witness a \$23M capital investment in building upgrades and new equipment here in Fayetteville. Chamber Fayetteville conducted an economic impact assessment of this project in support of the company in their announcement. Based on modeling, the following is expected to be realized:

- This project will have an employment multiplier in Washington County of 1.66, suggesting that these new 100 positions will indirectly support an additional 66 jobs in the county across other sectors, from construction to retail, and from healthcare to business services and other sectors;
- The direct and indirect employment associated with this expansion will generate \$302,000 in local taxes annually across Washington County; and
- Based on current employment commuting patterns, a strong majority of direct and "impacted" jobs and associated revenue collections across the County should be realized in Fayetteville.

At Chamber Fayetteville, we support this initiative and stand ready to assist the City and company as they expand and enhance the economy and quality of life for residents of Fayetteville and the entire region.

Respectfully,


Jennifer Irwin, IOM
President & CEO



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Steven Dotson, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Director
SUBJECT: **Bid 25-53 Construction Contract with Southern Brothers Construction for Transfer Station Improvements**

RECOMMENDATION:

Approval of Bid 25-53 Construction Contract with Southern Brothers Construction, LLC for Transfer Station Improvements in the amount of \$233,068.18 and a 10% contingency in the amount of \$23,306.00.

BACKGROUND:

- **November 2021:** Council passed Resolution 282-21 authorizing professional services with Hawkins Weir for recycling and trash service improvements.
- **October 2022:** Council passed Resolution 220-22 authorizing construction administration services for these improvements.
- **August 2024:** Council passed Resolution 218-24 authorizing a professional services contract with Olsson Engineering, including the scope for compost pad rehabilitation and driveway design.
- **March 2025:** Council passed Resolution 77-25 authorizing a construction contract push wall replacement and associated items.
- **March 2025:** Council passed Resolution 78-25 amending the professional services contract with Hawkins Weir to include additional services for baler stem walls, and wall repairs.
- **December 2025:** The City's Procurement Division received three bids for the baler concrete stem walls and compost pad concrete improvements.

DISCUSSION:

Over the past several years, numerous improvements have been made to the recycling and trash service facilities. Council approval of an amendment to increase the project scope allowed staff to direct Hawkins Weir to prepare bid documents for the removal and replacement of the failing concrete stem wall at the baler.

Additionally, Council's approval of Olsson's engineering contract authorized staff to proceed with the development of bid documents for the compost pad rehabilitation and driveway improvements.

To achieve economies of scale, staff—working in coordination with Procurement—advertised both concrete projects under a single bid package. This approach resulted in more than \$40,000 in cost savings for the City.

BUDGET/STAFF IMPACT:

GL	Project	PO	Contingency
5500.750.5080-5816.00	20006.1	209,664.00	20,966.00
5500.750.5080-5816.00	18016.1	23,404.18	2,340.00

ATTACHMENTS: 3. Staff Review Form, 4. City of Fayetteville, Transfer Station Improvements, 5. Bid 25-53, Bid Tab - Final, 6. Bid 25-53, Submittal - Southern Brothers Construction - E, 7. Bid 25-53, City Issued Bid

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2735

A RESOLUTION TO AWARD BID #25-53 AND AUTHORIZE A CONTRACT WITH SOUTHERN BROTHERS CONSTRUCTION, LLC IN THE AMOUNT OF \$233,068.18 FOR TRANSFER STATION IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$23,306.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-53 and authorizes Mayor Rawn to sign a contract with Southern Brothers Construction, LLC in the amount of \$233,068.18 for Transfer Station Improvements, and further authorizes a project contingency in the amount of \$23,306.00.

City of Fayetteville Staff Review Form

2025-2735

Item ID

1/6/2026

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

Wade Abernathy

12/17/2025

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Bid 25-23 Construction Contract with Souther Builders, LLC for Transfer Station Improvements in the amount of \$233,068.18 and a 10% contingency in the amount of \$23,306.00.

Budget Impact:

5500.750.5080-5816.00

Recycling & Trash Collection

Account Number

Fund

20006.1

RTC - Compost Site Improvements

18016.1

RTC - Master Plan Expansion

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,800,923.00

Expenses (Actual+Encum)

\$ 1,133,004.80

Available Budget

\$ 667,918.20

Does item have a direct cost? Yes

Item Cost

\$ 256,374.18

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 411,544.02

V20221130

Purchase Order Number:

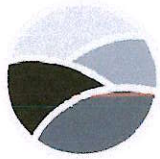
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



THIS AGREEMENT is made this _____ day of _____, 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Southern Brothers Construction, LLC** (Contractor or Southern Brothers).

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

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

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
 - i. **Southern Brothers' Tax identification number (TIN) ending in 9095**
 - ii. **Southern Brothers' Arkansas Contractor License No. 0369280326**
 - iii. **Southern Brothers' Secretary of State Filing No. 811143594**
- b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:
 - i. **Appendix A: Bid Tabulation**
 - ii. **Appendix B: Bid package identified as Bid 25-53, Construction – Transfer Station Improvements with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.**
 - iii. **Appendix C: Southern Brothers' bid submittal**
 - iv. **Appendix D: Southern Brothers' Certificate of Insurance**
 - v. **Appendix E: Southern Brothers' 100% Performance and Payment Bonds**
 1. **Appendix D and E shall be submitted to the City within the timeframe identified in the bid documents or 10 (ten) calendar days.**
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Southern Brothers**.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

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

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

- a. City of Fayetteville: Attention: Mayor Molly A. Rawn, 113 W. Mountain, Fayetteville, AR 72701
- b. Contractor: Southern Brothers Construction, LLC, 2156 E. Emma Ave., Springdale, AR 72764

4. General Provisions:

- a. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- b. **Workmanship:** The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- c. **MATERIALS FURNISHED BY OWNER OR OTHERS:** If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the Contractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Contractor shall be the responsibility of Contractor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from Contractor of defects, City and Design Professional shall promptly inform the City what action, if any, Contractor shall take with regard to the defects.
- d. **WORKSITE VISIT:** Contractor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- e. Contractor shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.
 - i. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.
- f. **COMPLIANCE WITH LAWS:** Contractor shall comply with all the Law at its own cost. Contractor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Contractor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
- g. **COST OF CORRECTING DAMAGED OR DESTROYED WORK:** With regard to damage or loss attributable to the acts or omissions of City or Others and not to Contractor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Contractor incurs costs or is delayed due to such loss or damage, Contractor may seek an equitable adjustment in the Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

- h. Taxes and Permits: Contractor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Contractor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
 - i. Contractor shall pay applicable taxes and permit fees associated with the entire project.
- i. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.
- j. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Contractor shall not unreasonably withhold consent to partial occupancy or use.
- k. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.
- l. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- m. Where figures are given, they shall be preferred to scaled dimensions.
- n. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Contractor shall perform the Work as though fully described on both. Contractor shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.
- o. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, Contractor shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.
- p. DEBARMENT AND SUSPENSION: By execution of this agreement, Contractor certifies that to the best of its knowledge and belief that the Contractor and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - iv. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- v. Contractor understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$50,000.
- vi. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City.
- f. The "Contractor" is the person or entity identified in this contract and includes Contractor's Representative.
- g. "Day" means a calendar day unless otherwise specified.
- h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.
- i. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.
- j. "Final Completion" occurs on the date when Contractor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Contractor must comply that are enacted as of the Agreement date.
- n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of Contractor's employees in Contractor's principal and branch offices for work associated with this project.
- p. "Owner" is the City of Fayetteville, Arkansas (City).

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

6. Contract Document Review and Administration

- a. Before commencing the Work, Contractor shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Contractor, and any visible conditions at the Worksite affecting the Work.
- b. Should Contractor discover any errors, omissions, or inconsistencies in the Contract Documents, Contractor shall promptly report them to the City and Design Professional. Following receipt of written notice from Contractor of defects, City shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defect.
- c. Nothing in this section shall relieve Contractor of responsibility for its own errors, inconsistencies, or omissions.
- d. COST REPORTING: Contractor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this

Agreement. Contractor shall maintain a complete set of all books and records prepared or used by Contractor with respect to the Project. City shall be afforded access to all of Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Contractor shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

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

period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Contractor and allow Contractor an opportunity to correct the Work if Contractor elects to do so. If Contractor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Contractor does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Contractor, City shall promptly provide Contractor with an accounting of the actual correction costs.

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

8. Safety of Persons and Property

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

9. Subcontracts:

- a. **BINDING OF SUBCONTRACTORS AND SUPPLIERS:** Contractor agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.
- b. Contractor agrees not to subcontract Contractor at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

- a. **Southern Brothers**, at its own cost and expense, shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 25-53 as stated in **Southern Brothers'** bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 25-53, all included herein as if spelled out word for word.
- b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of \$233,068.18 US Dollars.
- c. The City of Fayetteville shall pay **Southern Brothers** for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.
- d. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.
- e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.
- f. Not to exceed pricing shall include but not be limited to:
 - i. Labor wages directly employed by Contractor in performing of the Work.
 - ii. Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
 - iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Contractor's standard personnel policy, insofar as such costs are paid to employees of Contractor who are included in the Cost of the Work.
 - iv. Transportation, travel, hotel, and moving expenses of Contractor's personnel incurred in connection with the Work.
 - v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.
 - vi. Payments made by Contractor to Subcontractors for work performed under this Agreement.
 - vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary

facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Contractor.

- viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Contractor or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
 - ix. Cost of the premiums for all insurance and surety, performance or payment bonds which Contractor is required to procure or deems necessary and approved by City.
 - x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Contractor is liable.
 - xi. Permits, taxes, fees, licenses, tests, royalties.
 - xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
 - xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.
 - xiv. Water, power, and fuel costs necessary for the Work.
 - xv. Cost of removal of all nonhazardous substances, debris, and waste materials.
 - xvi. Costs incurred due to an emergency affecting the safety of persons or property.
 - xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Contractor's Fee, which are reasonably inferable from the Contract Documents.
- g. **STORED MATERIALS AND EQUIPMENT:** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Contractor of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.
- h. **FINAL PAYMENT:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **Southern Brothers** 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 **Southern Brothers** to be set forth therein.
- i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against **Southern Brothers** or sureties under this Agreement.

11. **Project Bonding - Performance and payment bonding:** After execution of this contract by all parties, **Southern Brothers** shall provide 100% separate performance and payment bonds (inclusive of any approved contingency)

from a bonding company, licensed to do business in the state of Arkansas. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties.

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

12. Time:

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

13. Substantial Completion:

- a. The Work shall be Substantially Completed within 60 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.
- b. Contractor shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Contractor shall promptly and accurately complete all items on the list.
- c. When Substantial Completion of the Work or a designated portion is achieved, Contractor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Contractor to City and, if

directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

- d. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- e. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Contractor the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Contractor in a mutually agreed upon timeframe.

14. Final Completion:

- a. The Work shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within 75 calendar days after the date when the Contract Times commence to run.
- b. Upon notification from Contractor that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- c. When the Work is complete, Contractor shall prepare for City's written acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- d. Final payment shall be made to Contractor within thirty (30) Days after Contractor has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- e. Final payment shall be due on Contractor's submission of the following to the City:
 - i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;
 - ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - iii. release of any liens, conditioned on final payment being received;
 - iv. consent of any surety; and
 - v. any outstanding known and unreported accidents or injuries experienced by Contractor or its Subcontractors at the Worksite.
- f. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Contractor. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Contractor shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.
- g. ACCEPTANCE OF FINAL PAYMENT: Unless Contractor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

h. **Southern Brothers** shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

- i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (name of surety).'*
- ii. **Southern Brothers** shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. **Liquidated Damages:** CONTRACTOR accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of **\$250.00 USD** for each consecutive calendar day thereafter will be assessed.

16. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

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

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

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

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

21. **Insurance:**

- a. Before starting the Work and as a condition precedent to payment, Contractor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Contractor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer.
- b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
- c. Contractor shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Contractor fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Contractor or terminate this Agreement.

- d. To the extent commercially available to Contractor from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Contractor shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Contractor shall give City prompt written notice upon actual or constructive knowledge of such condition.
- e. Certificates of Insurance shall list the City as Additional Insured Parties.
- f. PROPERTY INSURANCE:
- i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.
 - ii. Unless otherwise directed in writing by City, before starting the Work, Southern Brothers shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Contractor, Subcontractors, Sub subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:
 1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;
 2. damage resulting from defective design, workmanship, or material;
 3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project.
 4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;
 5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
 6. physical loss resulting from Terrorism.
 - iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage

required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

- iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Contractor before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.
- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
 - 1. To the extent of the limits of Contractor's Commercial General Liability Insurance, Contractor shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Contractor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Contractor to purchase and maintain additional liability coverage. Contractor shall provide:
 - i. Additional Insured. City shall be named as an additional insured on Contractor's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Contractor, or those acting on Contractor's behalf, in the performance of Contractor's work for Owner at the Worksite. The insurance of the Contractor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.
 - ii. OCP. Contractor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.
- i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by CONTRACTOR. Before commencing the Work, Contractor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Contractor and incorporated in the Work. Contractor shall defend, indemnify, and

hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

- j. **PROFESSIONAL LIABILITY INSURANCE:** To the extent Contractor is required to procure design services, Contractor shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Contractor's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. Contractor's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

22. Professional Responsibility: Southern Brothers will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to Southern Brothers any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so Southern Brothers 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 Southern Brothers.

23. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of Southern Brothers:
- i. Provide full information as to the requirements for the Project.
 - ii. Assist Southern Brothers by placing at Southern Brothers' disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist Southern Brothers in obtaining access to property reasonably necessary for Southern Brothers to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by Southern Brothers and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to Southern Brothers in a timely manner.
 - vi. The City of Fayetteville Sustainability Director is the project representatives with respect to the services to be performed under this Agreement. The Sustainability Director Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

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

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

- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. Southern Brothers shall proceed

with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

26. Termination:

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

27. Delays

- a. In the event the services of **Southern Brothers** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond **Southern Brothers'** reasonable control, **Southern Brothers** shall be entitled to

additional compensation and time for reasonable documented costs incurred by **Southern Brothers** in temporarily closing down or delaying the Project.

- b. In the event the services are suspended or delayed by **Southern Brothers**, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

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

29. Dispute Resolution

- a. **Scope of Paragraph:** The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Southern Brothers** 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 **Southern Brothers** in the performance of this Agreement, and disputes concerning payment.
- b. **Exhaustion of Remedies Required:** No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. **Notice of Dispute**
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Southern Brothers** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. **Negotiation:** Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Southern Brothers** 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 **Southern Brothers**, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

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

31. Indemnification: The CITY requires the **Southern Brothers** to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and 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 **Southern Brothers**, or their employees, agents, Subcontractors, sub consultant and Suppliers of the **Southern Brothers**.

32. Publications: Recognizing the importance of professional services on the part of **Southern Brothers'** employees and the importance of **Southern Brothers'** public relations, **Southern Brothers** may prepare publications, such as

technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Southern Brothers'** 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 **Southern Brothers**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Southern Brothers'** activities pertaining to any such publication shall be for **Southern Brothers'** account.

33. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **Southern Brothers** may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **Southern Brothers** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **Southern Brothers** has been compensated for all Services rendered, provided, however, that Contractor shall have the unrestricted right to their use. **Southern Brothers** 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 **Southern Brothers**.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Southern Brothers** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

34. Additional Responsibilities of Southern Brothers:

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

35. Audit and Access to Records:

- a. **Southern Brothers** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **Southern Brothers** shall also maintain the financial information and data used by **Southern Brothers** 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. **Southern Brothers** will provide proper facilities for such access and inspection.

- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Southern Brothers**;
 - 2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

36. Covenant Against Contingent Fees: **Southern Brothers** 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 **Southern Brothers** 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.

37. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Southern Brothers** or any of **Southern Brothers** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Southern Brothers** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **Southern Brothers** as it could pursue in the event of a breach of the Agreement by **Southern Brothers**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **Southern Brothers** incurs in providing any such gratuities to any such officer or employee.

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

CITY OF FAYETTEVILLE, ARKANSAS

SOUTHERN BROTHERS CONSTRUCTION, LLC

By: _____
Molly A. Rawn, Mayor

By: Justin Reeves
Justin Reeves, Chief Operating Officer

ATTEST:

By: _____
Kara Paxton, City Clerk - Treasurer

Date Signed: _____

Date Signed: 12-15-25



BID TABULATION

Bid 25-53, Construction - Transfer Station Improvements

DEADLINE: Thursday, December 11, 2025 at 2:00 PM

Certification of Funds: \$200,000.00 (\$250,000 maximum allowed)

				Incomplete					
				DC Sparks Construction		Southern Brothers Construction		Steve Beam Construction	
				Total		\$204,987.78		\$233,068.18	
								\$399,405.35	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	General Conditions	1	LS	<u>\$8,856.10</u>	\$8,856.10	\$64,678.00	\$64,678.00	\$30,000.00	\$30,000.00
2	Mobilization	1	LS	\$9,697.43	\$9,697.43	<u>\$5,000.00</u>	\$5,000.00	\$14,280.00	\$14,280.00
3	Bonds and Insurance	1	LS	\$9,697.43	\$9,697.43	\$13,196.43	\$13,196.43	<u>\$3,875.00</u>	\$3,875.00
4	Trench and Excavation Safety	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	<u>\$1.00</u>	\$1.00
5	Furnish, Install, and Maintain Erosion Control Measures	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	<u>\$1,700.00</u>	\$1,700.00
6	Construct Baler Sump Modifications	1	LS	\$17,940.00	\$17,940.00	<u>\$14,340.00</u>	\$14,340.00	\$37,492.00	\$37,492.00
7	Furnish and Install 6-inch Reinforced Concrete for Compost Pad Entrance Drive	76	SY	\$93.51	\$7,106.76	<u>\$67.76</u>	\$5,149.76	\$221.60	\$16,841.60
8	Furnish and Install 4-inch Class 7 Crushed Stone Base	76	SY	\$14.53	\$1,104.28	<u>\$10.52</u>	\$799.52	\$15.10	\$1,147.60
9	Remove 24-inch Undercut and Prepare Subgrade	76	SY	\$30.87	\$2,346.12	<u>\$22.37</u>	\$1,700.12	\$38.50	\$2,926.00
10	Furnish and Install Select Fill	30	CY	\$32.20	\$966.00	<u>\$23.33</u>	\$699.90	\$80.00	\$2,400.00
11	Saw Cut and Remove Existing Concrete Compost Pad	1	LS	\$27,600.00	\$27,600.00	<u>\$20,000.00</u>	\$20,000.00	\$29,000.00	\$29,000.00
12	Furnish and Install 6-inch Reinforced Concrete for Compost Pad	709	SY	\$82.33	\$58,371.97	<u>\$59.66</u>	\$42,298.94	\$221.60	\$157,114.40
13	Furnish and Install 12-inch Class 7 Crushed Stone Base	709	SY	\$32.89	\$23,319.01	<u>\$23.84</u>	\$16,902.56	\$45.25	\$32,082.25
14	Furnish and Install Geogrid Layer	709	SY	\$11.10	\$7,869.90	<u>\$8.04</u>	\$5,700.36	\$17.50	\$12,407.50
15	Remove 12-inch Undercut and Prepare Subgrade	709	SY	\$19.85	\$14,073.65	<u>\$14.39</u>	\$10,202.51	\$22.00	\$15,598.00
16	Additional 12-inch Undercut and Subgrade Preparation	709	SY	<u>\$15.57</u>	\$11,039.13	\$35.12	\$24,900.08	\$60.00	\$42,540.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr Procurement Agent



Bid 25-53 Addendum 1

Southern Brothers Construction

Supplier Response

Event Information

Number: Bid 25-53 Addendum 1
Title: Construction - Transfer Station Improvements
Type: Invitation to Bid
Issue Date: 11/16/2025
Deadline: 12/11/2025 02:00 PM (CT)
Notes: The City of The City of Fayetteville is accepting sealed bids from properly licensed contractors for improvements to Fayetteville's Recycling and Solid Waste Transfer Station. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

Contact Information

Contact: Kenny Fitch - Sr Procurement Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: (479) 575-8258
Email: kfitch@fayetteville-ar.gov

Southern Brothers Construction Information

Contact: Crystal Eubanks
Address: 2156 E Emma
Springdale, AR 72764
Phone: (479) 313-7120 x1
Email: crystal.eubanks@sobroco.com
Web Address: southernbrothersconstruction.com

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

Benton Henry Warren

Signature

ben.warren@sobroco.com

Email

Submitted at 12/11/2025 01:47:11 PM (CT)

Supplier Note

Contractor fee included in general conditions line item

Requested Attachments

Signature Forms for Bid 25-53

Fayetteville Transfer Station -
Southern Brothers Construction
Bid.pdf

Please attach your completed forms. These documents can be found in FILE #01 - PROJECT MANUAL in the Attachments tab. Please be sure to include ALL required information stated in the Project Manual.

Bid Bond for Bid 25-53

Fayetteville Transfer Station Bid
Bond.pdf

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

Bid Attributes

1 Arkansas Secretary of State Filing Number:

811143594

2 Arkansas Contractor License Number:

Contractor's License must have a classification relating to the scope prior to the award of this project.

0369280326

3 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

4 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree☐ No, I don't agree**5 Addendum Acknowledgement:**

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree**Bid Lines****1 General Conditions**

Quantity: 1 UOM: LS Price: Total:

2 Mobilization (Shall not exceed 5% of the base bid price, excluding Bonds and Insurance and Trench and Excavation Safety)

Quantity: 1 UOM: LS Price: Total:

3 Bonds and Insurance

Quantity: 1 UOM: LS Price: Total:

4 Trench and Excavation Safety

Quantity: 1 UOM: LS Price: Total:

5 Furnish, Install, and Maintain Erosion Control Measures

Quantity: 1 UOM: LS Price: Total:

6 Construct Baler Sump Modifications

Quantity: 1 UOM: LS Price: Total:

7 Furnish and Install 6-inch Reinforced Concrete for Compost Pad Entrance Drive

Quantity: 76 UOM: SY Price: Total:

8 Furnish and Install 4-inch Class 7 Crushed Stone Base

Quantity: 76 UOM: SY Price: Total:

9 Remove 24-inch Undercut and Prepare Subgrade

Quantity: 76 UOM: SY Price: Total:

10 Furnish and Install Select Fill

Quantity: 30 UOM: CY Price: Total:

1 1	Saw Cut and Remove Existing Concrete Compost Pad	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$20,000.00	Total: \$20,000.00
1 2	Furnish and Install 6-inch Reinforced Concrete for Compost Pad	Quantity: <u> 709 </u> UOM: <u> SY </u>	Price: \$59.66	Total: \$42,298.94
1 3	Furnish and Install 12-inch Class 7 Crushed Stone Base	Quantity: <u> 709 </u> UOM: <u> SY </u>	Price: \$23.84	Total: \$16,902.56
1 4	Furnish and Install Geogrid Layer	Quantity: <u> 709 </u> UOM: <u> SY </u>	Price: \$8.04	Total: \$5,700.36
1 5	Remove 12-inch Undercut and Prepare Subgrade	Quantity: <u> 709 </u> UOM: <u> SY </u>	Price: \$14.39	Total: \$10,202.51
1 6	Additional 12-inch Undercut and Subgrade Preparation	Quantity: <u> 709 </u> UOM: <u> SY </u>	Price: \$35.12	Total: \$24,900.08

Response Total: \$233,068.18



Project Check List

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

☒

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

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

☒

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

☒

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

☐

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

☐

Additional Information:

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

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs
Bid 25-53, Construction – Transfer Station Improvements

Date: December 11th, 2025

SUBMITTED TO:

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

SUBMITTED BY:

Company Southern Brothers Construction
Name Ben Warren
Address 2156 E Emma Ave, Springdale, AR 72704
Principal Office 256 E Emma Ave, Springdale, AR 72764
Corporation, LLC, partnership, individual, joint
venture, other LLC
Arkansas State General Contractor's License Number
0369280326

(Type or legibly print)

For a Bidder (Contractor) to be considered as Qualified, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville.

The Contactor must also provide documentation with the bid to document:

The Contractor shall have executed work for municipalities with a minimum of three (3) projects equaling or exceeding two hundred thousand dollars (\$200,000) for installation of the product(s) bid. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville attached to this section.

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for 8 years and has performed work of the nature and magnitude of this Contract for 8 years. Bidder has been in business under its present name for 8 years.

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
4. Has Bidder ever failed to complete any project? If so, state when, where, and why.
5. Bidder normally performs the following work with his own forces:

N/A

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

Justin Reeves - C.O.D. Home 2 Suites, Springdale+Bentonville 10million
Huntsville Gym, 8million, Elkin Competition GYM, Tyson MAC 8million
Mike Manthei - Senior PM, Academy Sports, Springdale Schools
Dakota Meineke - Superintendent, Huntsville Gym 8million

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

BHC Insurance

Cambrie Gash

479. 452. 4000

8. Bidder's Workmen's Compensation Experience Modifier Factor is:

1.06

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

FINANCIAL STATEMENT (IF REQUESTED)

- A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville, the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

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

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

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<u>N/A</u>	<u>N/A</u>	\$ <u>0</u>
b.	<u>N/A</u>	<u>N/A</u>	\$ <u>0</u>

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

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

Date: December 11th, 2025

(OFFICIAL SEAL)

Name of Organization:

Southern Brothers Construction

By Ben Warren

(Type or legibly print)

By Ben Warren

(Signature)

SEAL

Title Estimator

(Type or legibly print)

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

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and authority to sign.

END OF SECTION 00140

DOCUMENT 00400-BID FORM

Contract Name: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs

Bid Number: 25 -53, Construction - Transfer Station Improvements

BID TO:

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

BID FROM:

Bidder: Southern Brothers Construction
2156 E Emma Ave
Springdale, AR 72764

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
<u>25-53, File # 01 - Project Manual</u>	<u>12/11/25</u>
<u>25-53, File # 02 - Addendum #1</u>	<u>12/11/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

DOCUMENT 00400-BID FORM (continued)

- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

- 4.01 Bidders are required to provide pricing for all line items.
- 4.02 The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.
- 4.03 In the event no bid falls within the amount of funds certified for the project plus 25%, all bids shall be rejected and become confidential.
- 4.04 Bidder shall complete the Work in accordance with the Contract Documents for the price(s) indicated in the Bidder's electronic bid submittal. Bidders shall refer to the City's online bidding portal for unit price bid input.

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of 5% of Value Dollars
(\$ 5%)

DOCUMENT 00400-BID FORM (continued)

- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

2156 E Emma Ave
Springdale, AR 72764

Email ben.warren@sobroco.com
Phone No. (479) 313-7120
Fax No. _____

ARTICLE 8 - TERMINOLOGY

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

ARTICLE 9 - CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

DOCUMENT 00400-BID FORM (continued)

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on December 11th, 20 25

Arkansas State Contractor License No. 0369280326

If Bidder is:

An Individual

Name (type or printed): _____

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

Doing business as: _____

Business address: _____

City, State, Zip: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (type or printed): _____

Business address: _____

City, State, Zip _____

Phone No: _____ Fax No. _____

Email Address: _____

DOCUMENT 00400-BID FORM (continued)

A Corporation or Corporate entity including Limited Liability Company (LLC)

Corporation Name: Southern Brothers Construction, LLC (SEAL)

State of Incorporation: Arkansas

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

LLC

By: J. Reeves

(Signature-attach evidence of authority to sign)

Name (type or printed): Justin Reeves

Title: C.O.O.

Attest: Billy

(Signature of Corporate Secretary)

Business address: 2156 E Emma Ave

Springdale, AR 72764

Phone No.: (479) 313-7120 Fax No.:

Email Address: ben.warren@sobroco.com

Tax ID No.: _____

END OF DOCUMENT 00400

Justin Reeves, Chief Operating Officer

P.O. Box 1647
Fayetteville, AR 72702

☎ 479 408 7820

☎ 479 313 7120

✉ Justin.reeves@sobroco.com

✉ Office@sobroco.com

SouthernBros.Construction // #sobroco

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of _____ 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 sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

FAYETTEVILLE TRANSFER STATION IMPROVEMENTS
BALER SUMP AND COMPOST PAD REPAIRS,
BID 25-53, CONSTRUCTION – TRANSFER STATION IMPROVEMENTS.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

DOCUMENT 00410 – BID BOND (continued)

Signed and sealed this _____ day of _____ 20____.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

END OF DOCUMENT

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

FAYETTEVILLE TRANSFER STATION IMPROVEMENTS
BALER SUMP AND COMPOST PAD REPAIRS,
Bid 25-53, Construction – Transfer Station Improvements.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	<u>Avilas NF Concrete Construction</u> <u>1470 Lariat Cir, Centerton, AR 72719</u>	<u>25%</u>
SWPPP/Erosion Control	<u>Avilas NF Concrete Construction</u> <u>1470 Lariat Cir, Centerton, AR 72719</u>	<u>5%</u>
Asphalt	_____	_____
Concrete	<u>Avilas NF Concrete Construction</u> <u>1470 Lariat Cir, Centerton, AR 72719</u>	<u>60%</u>
Landscaping	_____	_____
Material Testing	_____	_____
Other (designate) <u>Misc. Steel</u>	<u>NWA Steel Co.</u> <u>501 E County Line Rd., Springdale, AR 72764</u>	<u>10%</u>

NOTE: This form must be submitted in accordance with the Instructions to Bidders.



Bidder's Signature

END OF DOCUMENT

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs
Contract No.: 25-53, Construction – Transfer Station Improvements

THIS AGREEMENT is dated as of the 11th day of December in the year 2025 by and between The City of Fayetteville, Arkansas and Southern Brothers Construction (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Agreement includes, but is not limited to:
- A. Repair of the Baler Sump Pit
 - B. Removal and Replacement of a portion of the existing Compost Pad
 - C. Construction of an entrance drive to the existing Compost Pad
- 1.02 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
- 1.03 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.
- 1.04 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.05 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by Hawkins-Weir Engineers, Inc. and Olsson. Hawkins-Weir Engineers, Inc. and Olsson assume all duties and responsibilities, and has the rights and authority assigned to Engineer in connection with completion of their respective portions of the Work in accordance with the Contract Documents.
- 2.02 The City of Fayetteville assumes all duties and responsibilities, and has the rights and authority assigned to The City of Fayetteville as Owner in connection with completion of the Work in accordance with the Contract Documents.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

4. General Conditions.
5. Supplementary Conditions.
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 (Drawings), with each sheet bearing the following general title:
Fayetteville Transfer Station Improvements – Baler Sump and Compost Pad Repairs
8. Addenda numbers 1 inclusive.
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.

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.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

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

CONTRACTOR:

CITY OF FAYETTEVILLE

By: _____
(Type or legibly print)

By: _____
(Type or legibly print)

(Signature)

(Signature)

Title: _____

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest _____

Attest _____

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

License No. _____

Agent for Service of process

(Type or legibly print)

(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity
or LLC, attach evidence of authority to
sign.)

Approved as to Form:

By: _____

Attorney For: _____

END OF SECTION 00500

SECTION 00550 - NOTICE TO PROCEED

Note: The following Notice To Proceed Document will be completed after Contract Award.

TO: _____

Contract Name/Title: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs

Contract No: 25-53, Construction – Transfer Station Improvements

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on _____ . 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 and final completion ready for final payment are _____ and _____ respectively.

Before you may start any work at the Site, the General Conditions provide that you and Owner must each deliver to the other, (with copies to Engineer and other identified additional insureds) certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the Site, you must submit the following:

1. Preliminary construction progress schedule.
2. Preliminary schedule of Submittals.
3. Satisfactory evidence of insurance in accordance with the requirements of the General Conditions.
4. Temporary erosion control requirements as specified.
5. Maintenance of Traffic as specified.

SECTION 00550 - NOTICE TO PROCEED (continued)

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.

Dated _____.

OWNER

City of Fayetteville

By: _____

Signature: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Signature: _____

Title _____

Date _____, 20____

Copy to Engineer
(Use Certified Mail,
Return Receipt Requested)

END OF DOCUMENT

SECTION 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 \$ _____, 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

Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs
Bid 25-53, Construction - Transfer Station 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

SECTION 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)

(Type or legibly print)

By: _____
(Type or legibly print)

(Signature)

SECTION 00610 – PERFORMANCE BOND (continued)

SURETY

(Type or legibly print)
By _____
(Type or legibly print)

(Signature)

COUNTERSIGNED: Resident Agent

State of Arkansas

(Type or legibly print)
By _____
(Type or legibly print)

(Signature)

ATTORNEY-IN-FACT

(Type or legibly print)

(Signature)

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

(CORPORATE SEAL)

Approved as to Form:

(Type or legibly print)

(Signature)

Attorney for _____
(Type or legibly print)

END OF SECTION 00610

SECTION 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 \$_____, 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 :

Fayetteville Transfer Station Improvements

Baler Sump and Compost Pad Repairs

Bid 25-53, Construction – Transfer Station 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:

- 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

SECTION 00611 – LABOR AND MATERIAL PAYMENT BOND (continued)

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)

(Type or legibly print)

By: _____

(Type or legibly print)

(Signature)

SECTION 00611 – LABOR AND MATERIAL PAYMENT BOND (continued)

SURETY

(Type or legibly print)
By _____
(Type or legibly print)

(Signature)

COUNTERSIGNED: Resident Agent
State of Arkansas

(Type or legibly print)
By _____
(Type or legibly print)

(Signature)

ATTORNEY-IN-FACT

(Type or legibly print)

(Signature)

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

(CORPORATE SEAL)

be accompanied with

Approved as to Form:

(Type or legibly print)

(Signature)

Attorney for _____
(Type or legibly print)

END OF SECTION 00611

SECTION 00640 – WARRANTY BOND

We, _____, as principal (“Principal”), and _____
as surety (“Surety”), are hereby jointly and severally held and firmly bound unto the City of Fayetteville for the payment of _____ Dollars (\$ _____), subject to the terms and conditions provided herein.

WHEREAS, Principal executed and entered into that certain Agreement with City of Fayetteville for
Fayetteville Transfer Station Improvements – Baler Sump and Compost Pad Repairs
Bid 25-53, Construction – Transfer Station Improvements

dated _____, 20____ (the “Contract”), the provisions of which are incorporated herein by reference, and unless otherwise defined herein all defined terms used or referred to herein shall have the meaning ascribed thereto in the Contract. In addition to other obligations and liabilities, the Contract required Principal to perform the Work for the Project and to furnish this Bond to City of Fayetteville in compliance with the General Conditions.

NOW THEREFORE, the obligations of Principal and Surety herein shall remain in full force and effect as provided herein, subject to becoming null and void upon the occurrence of either or both of the conditions that (a) Principal shall fully perform and satisfy all obligations and liabilities of Principal under the warranty and guarantee provisions of Article 29 of the General Conditions, as modified or supplemented by the Supplementary Conditions or any other applicable Contract Documents, at any time within two years after the date of Final Acceptance or such longer period of time as may be prescribed therein (the “Warranty Period”), all of which includes without limitation either correcting the defective Work, or removing and replacing it with nondefective Work, or paying all direct, indirect or consequential costs of such correction or removal and replacement, all as provided therein, or (b) City of Fayetteville shall fail to institute a lawsuit, action or other proceeding under this Bond before the expiration of three (3) months following the end of the Warranty Period.

FURTHER PROVIDED, that (a) any changes, modifications, amendments, alterations or supplementations in or to the Contract, and Contract Documents or the Work, or the giving by City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part of either City of Fayetteville or Principal to the other, shall not in any way release the Principal or Surety, or either of them, from their liability hereunder, notice to the Surety of any of the foregoing being hereby waived, (b) in no event shall the aggregate liability of Surety exceed the amount set out herein, and (c) the rights and obligations hereof shall be binding upon and shall inure to the benefit of Principal, Surety, City of Fayetteville and their respective heirs, legal representatives, partners, privies, successors and assigns, provided that nothing herein shall authorize the assignment of any such rights and obligations.

Date of project final completion is _____.

The bond shall be 25% of the final project value and shall be effective for a period of two years.

SECTION 00640 – WARRANTY BOND (continued)

Executed on the _____ day of _____ 20 ____.

By _____

(Type or legibly print)

(Signature)

SEAL

Witness:
(Type or legibly print)

(Signature)

Attest:

SEAL

(Type or legibly print)

(Signature)

Surety

END OF SECTION 00640



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Southern Brothers Construction, LLC

2156 E Emma Avenue

Springdale, AR 72764

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main St. Suite 800

Kansas City, MO 64105-2478

a corporation duly organized under the laws of the State of **Missouri**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

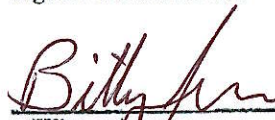
as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment

of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Fayetteville Transfer Station Improvements**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **December** **2025**


(Witness)

Southern Brothers Construction, LLC

(Principal)

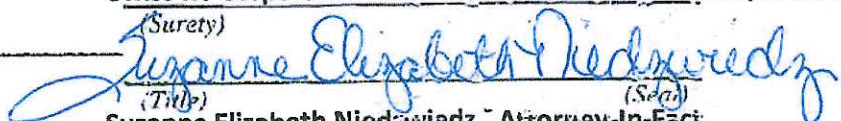
(Seal)


(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)


(Witness)


(Title) (Seal)
Suzanne Elizabeth Niedzwiedz, Attorney-In-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

LISA A. McCLURE, MARTY C. CLARK, MARY ANN JUSTICE, SCOTT R. CLARK, SUZANNE ELIZABETH NIEDZWIEDZ,
SHANNON G. SCHMIDLY, ELIZABETH A. SOLOMAN, PAXTON C. CLARK, JOSHUA D. TRITT, AND SHANNON C. SCHMIDLY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

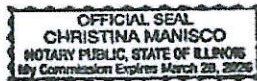
this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of December, 20 25

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Purchasing Division – Room 306

113 W. Mountain

Fayetteville, AR 72701

Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-53, Construction – Transfer Station Improvements

DEADLINE: Thursday, December 11, 2025 before 2:00 PM, Local Time

PRE-BID MEETING: Tuesday, December 02, 2025 at 11:00am, Local Time

CONTACT: Sr. Procurement Agent Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE & ADVERTISEMENT: 11/16/2025 & 11/23/2025

No late bids shall be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL BIDDERS:

All interested parties can obtain files for this project by going to <http://fayetteville-ar.gov/bids>. Bid documents shall be distributed electronically from the City of Fayetteville Purchasing Division only.

BID PACKAGE INCLUDES THE FOLLOWING FILES WHICH SHALL BE LISTED UNDER "ATTACHMENTS":

FILE #01: PROJECT MANUAL – 265 Total Pages

*Additional files added as addendums are issued. Addendums will be uploaded and posted to the City's electronic bidding platform.

*PLAN HOLDER LISTINGS: A listing of vendors who have received documents can be found in the City's electronic bidding platform under the project section tab titled 'Plan Holders'.

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

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Project Check List

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

☐

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

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

☐

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

☐

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

☐

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

☐

Additional Information:

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

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CITY OF
FAYETTEVILLE
ARKANSAS

Advertisement

City of Fayetteville, Arkansas

INVITATION TO BID

Bid 25-53, Construction – Transfer Station Improvements

The City of The City of Fayetteville is accepting sealed bids from properly licensed contractors for improvements to Fayetteville's Recycling and Solid Waste Transfer Station. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

A non-mandatory Pre-Bid meeting will be held Tuesday, December 02, 2025, at 11:00 AM. Details regarding the pre-bid meeting are available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by Thursday, December 11, 2025, before 2:00 PM local time, utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Procurement Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline and livestreamed on Zoom.

Each bid exceeding \$50,000 shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond for five (5) percent of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. One hundred percent (100%) performance and payment bonds are required after the contract award. This amount includes any approved contingency.

Bidders shall have a valid State of Arkansas Contractor's License prior to the bid deadline and a valid registration in good standing with the Arkansas Secretary of State prior to the contract award.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

City of Fayetteville

By: Kenny Fitch

Sr. Procurement Agent

479.578.8258 kfitch@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 11.16.25 & 11.23.25

This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.

Amount paid: \$401.92.

Project Manual



Fayetteville Transfer Station Improvements Baler Sump and Compost Pad Repairs

BID # 25-53, Construction
Date: November 2025

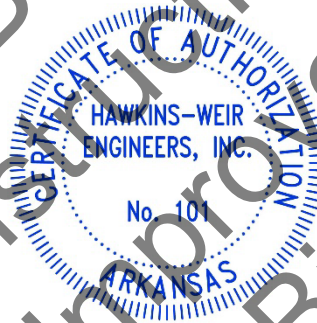
Bid 25-53, Construction -
Transfer Station Improvements
Appendix B
City Issued Bid

SECTION 00007 - SEALS

The professional license seals listed on this page represent design responsibility for Technical Specifications Sections 01010, 01111, 01300, 02070, 03200, 03250, 03300, 03740, 05500 included with this project. Design responsibility for the Plans is shown on each respective sheet.



Brett D. Peters, P.E.
Hawkins-Weir Engineers, Inc.
Arkansas License No. 8398



Certification of Authorization
Hawkins-Weir Engineers, Inc.
No. 101

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Hawkins-Weir Engineers, Inc.

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SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT

Contract Name: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs
Bid 25-53, Construction – Transfer Station Improvements

Date: _____, 20__

SUBMITTED TO:

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

SUBMITTED BY:

Company _____
Name _____
Address _____
Principal Office _____
Corporation, LLC, partnership, individual, joint
venture, other _____
Arkansas State General Contractor’s License Number

(Type or legibly print)

For a Bidder (Contractor) to be considered as Qualified, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville.

The Contactor must also provide documentation with the bid to document:

The Contractor shall have executed work for municipalities with a minimum of three (3) projects equaling or exceeding two hundred thousand dollars (\$200,000) for installation of the product(s) bid. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville attached to this section.

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for _____ years and has performed work of the nature and magnitude of this Contract for _____ years. Bidder has been in business under its present name for _____ years.

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT (continued)

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.)
4. Has Bidder ever failed to complete any project? If so, state when, where, and why.
5. Bidder normally performs the following work with his own forces:

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

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

8. Bidder’s Workmen’s Compensation Experience Modifier Factor is:

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT (continued)

FINANCIAL STATEMENT (IF REQUESTED)

- A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville, the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder’s latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

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

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

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

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT (continued)

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

Date: _____, 20__

(OFFICIAL SEAL)

Name of Organization:

By _____

(Type or legibly print)

By _____

(Signature)

SEAL

Title _____

(Type or legibly print)

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

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor’s signature and authority to sign.

END OF SECTION 00140

SECTION 00200 – INSTRUCTIONS TO BIDDERS

ARTICLE 1 - INTRODUCTORY INFORMATION

1.01 DEFINED TERMS:

- A. Terms used in these Instructions to Bidders and which are defined in the GENERAL CONDITIONS, have the meanings assigned to them in the GENERAL CONDITIONS.
- B. Bid Documents shall include the following:
 - 1. Bidding Requirements:
 - a. Invitation to Bid.
 - b. Instructions to Bidders.
 - c. Bid Form.
 - d. Bid Bond.
 - 2. Bidder's Forms:
 - a. The Bidder's attention is called to the following additional forms which shall be completely filled out and submitted with the Bid:
 - b. Bidder's Qualifications Statement
 - c. List of Subcontractors
 - 3. Contract Forms:
 - a. Agreement Between Owner and Contractor.
The Bidder's attention is called to the evidence of authority to sign and other documents which shall be submitted with the Agreement as applicable to the Business entity and noted in the Agreement.
 - b. Performance Bond.
 - c. Labor and Material Payment Bond (Payment Bond).
 - (1) The Performance and Payment Bonds shall be one hundred percent (100%).
 - 4. Contract Conditions:
 - a. General Conditions.
 - b. Supplementary Conditions or Specifications
 - 5. Specifications.
 - 6. Addenda issued prior to receipt of Bids.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

- C. Certain additional items used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - 1. Bidder – one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.
 - 2. Issuing Office – the office from which the Bid Documents are to be issued and where the bidding procedures are to be administered.
 - 3. Successful Bidder – the lowest, responsible, and responsive Bidder to whom Owner on the basis of Owner's evaluation as hereinafter provided makes an award.

1.02 **COPIES OF BID DOCUMENTS:**

- A. Complete sets of the Bid Documents in the number and format as stated in the Invitation to Bid may be obtained from the City's Issuing Office.
- B. Complete sets of Bid Documents shall be used in preparing Bids; neither Owner, nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Owner and Engineer in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.03 **QUALIFICATION OF BIDDERS:**

- A. Prequalification statements are not required. Owner will, however, evaluate the Bidder's qualifications following the opening of Bids. Evaluation criteria considered will include, but not be limited to:
 - 1. Experience and performance records on similar work.
 - 2. Financial responsibility.
 - 3. Ability to supply construction equipment and personnel to complete the Work within the Contract Time.
 - 4. Evidence of Bidder to do business in the state where the Project is located, or covenant to obtain such qualifications prior to award of the Contract.
- B. Bidders may be requested to submit financial statement and other information relating to experience and financial responsibility after bids are received and before awarding a contract.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

- C. Only those Bids will be considered which are submitted by Bidders who show satisfactory completion of work of type and size comparable to the Work required by these Bid Documents.
 - 1. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid.
 - 2. See ARTICLE 5 – AWARD OF CONTRACT herein for additional requirements after opening of Bids.
- D. All bidders must possess a valid Arkansas Contractor's License prior to the bid deadline and a current registration in good standing with the Arkansas Secretary of State prior to the bid award.

1.04 **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

- A. Before submitting a Bid, it is the responsibility of each Bidder:
 - 1. To thoroughly examine the Contract Documents and other related data identified in the Bid Documents (including “technical data” referred to below).
 - 2. To visit the Site, City and/or Utilities to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may in any manner affect cost, progress, and performance of the Work.
 - 3. To consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, and furnishing of the Work.
 - 4. To study and carefully correlate Bidder’s knowledge and observations with the Contract Documents and such other related data.
 - 5. To promptly notify the Purchasing Division of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- B. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) 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, or procedures of construction to be employed by Bidder, including safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. This shall include local shipping facilities and availability of lands if applicable.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

- C. In the preparation of the Contract Documents, neither reports of explorations nor tests of any Hazardous Environmental Condition at the Site of the Work have been prepared.
- D. Access to the Site:
 - 1. On request, Owner will provide each Bidder access to the Site(s) to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up, and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies.
 - 2. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of Materials and Equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
 - 3. Property owners affected by the Work are named on the Drawings where known, but the accuracy of such ownership is not guaranteed. Bidders shall verify and make their own arrangements with such property owners for any access needed in connection with the preparation of Bids.
- E. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this paragraph “Examination of Contract Documents and Site,” and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.05 **INTERPRETATIONS, MODIFICATIONS, AND ADDENDA:**

- A. Any Bidder who discovers ambiguities, inconsistencies, or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall promptly request an interpretation from the Purchasing Division. Interpretations or clarifications considered necessary by Engineer in response to such requests will be issued by Addenda.
- B. Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner or Engineer.
- C. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

1.06 **PREBID CONFERENCE:**

- A. A prebid conference will be held in accordance with the Invitation to Bid.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

1.07 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.

ARTICLE 2 - BASIS OF BIDDING

2.01 SPECIFIED EQUIPMENT AND MATERIALS:

- A. Substitutions will be considered only after the Effective Date of the Agreement and as set forth in the GENERAL CONDITIONS.

2.02 INDIRECT COSTS:

- A. Taxes:
1. All applicable sales, use, compensating, or other taxes to be paid or withheld by Bidder, now imposed by any taxing authority, on Equipment and Materials to be incorporated in the Work, and on any or all other cost items entering into the Contract Price, shall be included in the Bid price.
 2. The Bidder shall include all such taxes except those on Equipment and Materials, if any, furnished by Owner or others, or exempted by the state, and Bidder shall furnish taxing authorities any information or reports pertaining thereto as required.
- B. The cost of all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by Owner, shall be included in the Bid price. Fees for permits issued by the City will be waived, but permits are still required where necessary.
- C. The cost of all royalties and license fees on Equipment and Materials to be furnished and incorporated in the Work shall be included in the Bid price.
- D. Tests, inspections, and related activities called for throughout the Bid Documents are a responsibility of Contractor unless specified otherwise. The Bid shall include all costs arising from such responsibility.
- E. The cost of all electrical, water, gas, telephone, sanitary, and similar facilities and services required by Contractor in performing the Work shall be included in the Bid price unless specified otherwise.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

2.03 SUBCONTRACTORS:

- A. No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.
- B. The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.
- C. No Contractor shall be required to employ any Subcontractor, other person, or organization against whom Contractor has reasonable objection. Owner or Engineer may accept or reject Subcontractors in accordance with Paragraph 6.05 of the GENERAL CONDITIONS.

2.04 CONTRACT TIMES:

- A. The number of days within which, or the dates by which, the Work is to achieve Substantial Completion and also final completion and be ready for final payment shall be as stated in the Agreement.
- B. Provisions for liquidated damages, if any, are as set forth in the Agreement.

ARTICLE 3 - BIDDING PROCEDURE

3.01 PREPARATION OF BID:

- A. One set of bound documents included with the officially provided set of drawings (if any) and specifications shall be used for the Bid.
- B. The Bid Forms shall be filled out in detail and signed by the Bidder.
- C. Bids by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under his signature, and the official address of the partnership shall be shown below the signature.
- D. Bids by corporations, corporate entities and/or LLCs shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign. The corporate address and state of incorporation shall be shown below the signature.
- E. Names of all persons signing shall be printed below their signatures.
- F. A power of attorney shall accompany the signature of anyone not otherwise authorized to bind the Bidder.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

- G. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- H. The address to which communications regarding the Bids are to be directed shall be shown.

3.02 **METHOD OF BIDDING:**

- A. Bids will be received on a Unit Prices basis as set forth in the Bid Form.
- B. Firm Bids are required.
- C. Schedule of Unit Prices:
 - 1. The Bidder shall complete the Unit Price Bid Schedule included in the Bid (and shall accept all fixed Unit Prices listed therein).
 - 2. The total Bid price will be determined as the sum of the products of the estimated quantity of each item and the Unit Price set forth in the Unit Price Bid Schedule. The final Contract Price shall be subject to adjustment according to final measured, used, or delivered quantities.

3.03 **SUBCONTRACTORS INFORMATION SUBMITTED WITH BID:**

Bidders shall submit to Owner with the Bid the List of Subcontractors contained in the Project Manual as Document 00430, completed with names of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. The list shall be supplemented by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, if requested by Engineer. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation as provided in Paragraph 6.05 of the General Conditions.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

3.04 FORMS AND DOCUMENTS TO BE SUBMITTED:

A. The following forms shall be completed and submitted with the Bid:

1. DOCUMENT 00140 BIDDER'S QUALIFICATIONS STATEMENT
2. DOCUMENT 00400 BID FORM
3. Bid Security as bank cashier's check FROM A FINANCIAL INSTITUTION
LOCATED IN THE STATE OF Arkansas, or Bid Bond (DOCUMENT
00410)
4. DOCUMENT 00430, LIST OF SUBCONTRACTORS

3.05 BID SECURITY:

- A. Each Bid shall be accompanied by Bid security, payable to Owner, in the amount of five-percent (5%) of the total Bid.
- B. The required security shall be in the form of a bank cashier's check from a financial institution located in the state of Arkansas or a Bid Bond on the form prescribed by the AIA, Document A310, or on similar form attached.
- C. Bid Bond shall be executed by a surety meeting the requirements set forth for "Surety Bonds" in the GENERAL CONDITIONS.
- D. Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required surety Bonds as set forth in the GENERAL CONDITIONS, whereupon Bid security will be returned. If the Successful Bidder fails to execute the Agreement and furnish the surety Bonds within 15 days after the date of Notice of Award, Owner may annul the Notice of Award, and Bid security of that Bidder will be forfeited to Owner.
- E. The Bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 10 days after the Effective Date of the Agreement and the required surety Bonds furnished, or the 91st day after the Bid opening. Bid security of other Bidders will be returned within 10 days of the bid opening.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

3.06 SUBMISSION OF BID:

- A. Bids shall be submitted at the time and place designated in the Invitation to Bid.
- B. If submitting a physical bid, Bid Documents with accompanying Bid security and other required information shall be enclosed in an opaque sealed envelope marked with the following:
 - 1. Project name
 - 2. Bid number
 - 3. Name and address of Bidder
 - 4. Contractor's license number
- C. If the Bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.

3.07 MODIFICATION OR WITHDRAWAL OF BIDS:

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE 4 - OPENING OF BIDS

4.01 OPENING OF BIDS:

- A. Bids will be opened and (unless obviously non-responsive) read aloud publicly at a location indicated by the Purchasing Division. An abstract of the amounts of the base Bids will be made available to Bidders after the opening of Bids.
- B. All Bids shall remain open for a period of 90 days after Bids are opened, but Owner may, at his sole discretion, release any Bid and return the Bid security at any time prior to that date.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

ARTICLE 5 - AWARD OF CONTRACT

5.01 OWNER’S RIGHT TO REJECT BIDS:

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, times, or changes in the Work and to negotiate Contract terms with the Successful Bidder. (Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.) Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

5.02 EVALUATION OF BIDS:

- A. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements (and such Material Submittals, Alternates, Unit Prices) and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner must accept Alternates (if any) in numerical order.
- B. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations is requested per Paragraph 5.02E of this document.
- C. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner’s satisfaction within the prescribed time.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner’s satisfaction.

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

- E. Within 10 days after Bids are opened, and if requested by the Owner or the Engineer, the apparent Successful Bidder, and any other Bidder so requested, shall submit supplemental information including an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, proposed by the Bidder for consideration as specified in ARTICLE 3 paragraph 3.03 above. The use of Subcontractors listed by Bidder (Document 00430) and accepted by Owner prior to the Notice of Award will be required in the performance of the Work.
- F. Within 10 days after the Bids are opened if requested by the Owner or the Engineer, the apparent Successful Bidder, and any other Bidder so requested, shall submit an itemized breakdown of any lump sum portion of its Bid. This breakdown must include a separate item for each major category of work and each major piece of equipment. This breakdown may or may not be reflected in subsequent time schedule submittals.
- G. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of Project and Owner.

5.03 **NOTICE OF AWARD:**

- A. After considering the basis of award and evaluation of Bids, if the Contract is to be awarded, Owner shall within 90 days after the date of opening Bids notify the Successful Bidder of acceptance of his Bid (indicating which, if any, Alternate Bids have been accepted).

ARTICLE 6 - SIGNING OF AGREEMENT

- 6.01 When Owner gives Notice of Award to Successful Bidder, Engineer will issue the required number of unbound, unsigned counterparts of the Agreement and other Contract Documents to Successful Bidder.
- 6.02 Within 30 days thereafter, Contractor (Successful Bidder) shall sign all copies of the Agreement dating the Agreement the Date of City Council Approval, power of attorney documents, and other required documents, and deliver all copies to the Owner.
- 6.03 Within 15 days thereafter, unless otherwise noted in writing by Owner to Bidder, Owner will execute all copies of the Agreement and insert the properly executed and recorded Bonds, power of attorney documents, and other required documents in the appropriate places. The Performance Bond and the Payment Bond shall be one hundred percent (100%) and shall be provided to the City after the bonds are filed and file marked at the Washington County Circuit Clerk's office. Owner will provide the executed Contract Documents to Engineer for binding and distribution as required. Each duly executed counterpart will be accompanied by a complete set of Drawings with appropriate identification.

END OF SECTION 00200

SECTION 00200 – INSTRUCTIONS TO BIDDERS (continued)

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DOCUMENT 00400-BID FORM

Contract Name: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs

Bid Number: 25 -53, Construction - Transfer Station Improvements

BID TO:

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

BID FROM:

Bidder: _____

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

DOCUMENT 00400-BID FORM (continued)

- B. Bidder has visited the Site, City or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to 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. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given the Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by the Purchasing Division is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

DOCUMENT 00400-BID FORM (continued)

- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

- 4.01 Bidders are required to provide pricing for all line items.
- 4.02 The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.
- 4.03 In the event no bid falls within the amount of funds certified for the project plus 25%, all bids shall be rejected and become confidential.
- 4.04 Bidder shall complete the Work in accordance with the Contract Documents for the price(s) indicated in the Bidder's electronic bid submittal. Bidders shall refer to the City's online bidding portal for unit price bid input.

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of _____ Dollars (\$_____)

DOCUMENT 00400-BID FORM (continued)

- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Email _____
Phone No. _____
Fax No. _____

ARTICLE 8 - TERMINOLOGY

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

ARTICLE 9 - CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

DOCUMENT 00400-BID FORM (continued)

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

DOCUMENT 00400-BID FORM (continued)

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on _____, 20____

Arkansas State Contractor License No. _____

If Bidder is:

An Individual

Name (type or printed): _____

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

Doing business as: _____

Business address: _____

City, State, Zip: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (type or printed): _____

Business address: _____

City, State, Zip: _____

Phone No: _____ Fax No. _____

Email Address: _____

DOCUMENT 00400-BID FORM (continued)

A Corporation or Corporate entity including Limited Liability Company (LLC)

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

By: _____

(Signature-attach evidence of authority to sign)

Name (type or printed): _____

Title: _____

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

Tax ID No.: _____

END OF DOCUMENT 00400

Appendix B
Bid 25-53, Construction -
Transfer Station Improvements
City Issued Bid

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DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of _____ 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 sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

FAYETTEVILLE TRANSFER STATION IMPROVEMENTS
BALER SUMP AND COMPOST PAD REPAIRS,
BID 25-53, CONSTRUCTION – TRANSFER STATION IMPROVEMENTS.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

City of Fayetteville, Arkansas
Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs

DOCUMENT 00410 – BID BOND (continued)

Signed and sealed this _____ day of _____ 20__.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

END OF DOCUMENT

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

FAYETTEVILLE TRANSFER STATION IMPROVEMENTS
BALER SUMP AND COMPOST PAD REPAIRS,
Bid 25-53, Construction – Transfer Station Improvements.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition		
SWPPP/Erosion Control		
Asphalt		
Concrete		
Landscaping		
Material Testing		
Other (designate)		

NOTE: This form must be submitted in accordance with the Instructions to Bidders.

Bidder's Signature

END OF DOCUMENT

DOCUMENT 00430 – LIST OF SUBCONTRACTORS (continued)

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SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs
Contract No.: 25-53, Construction – Transfer Station Improvements

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 complete all Work as specified or indicated in the Contract Documents. The work under this Agreement includes, but is not limited to:
- A. Repair of the Baler Sump Pit
 - B. Removal and Replacement of a portion of the existing Compost Pad
 - C. Construction of an entrance drive to the existing Compost Pad
- 1.02 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
- 1.03 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.
- 1.04 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.05 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by Hawkins-Weir Engineers, Inc. and Olsson. Hawkins-Weir Engineers, Inc. and Olsson assume all duties and responsibilities, and has the rights and authority assigned to Engineer in connection with completion of their respective portions of the Work in accordance with the Contract Documents.
- 2.02 The City of Fayetteville assumes all duties and responsibilities, and has the rights and authority assigned to The City of Fayetteville as Owner in connection with completion of the Work in accordance with the Contract Documents.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestone, 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 COMPLETION AND FINAL PAYMENT:

- A. The Work shall be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment within 75 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

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, instead of requiring any such proof, 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 Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified 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 Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

- B. In addition to Liquidated Damages defined in Paragraph 3.03, all construction activities associated with the baler sump shall be limited to a consecutive fourteen (14) day calendar period. The Contractor shall be subject to Liquidated Damages in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each day the baler sump remains incomplete and the Recycling Processing Facility cannot be restored to its full operational capacity following the consecutive fourteen (14) day calendar period.

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 unit prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
1. Further, there shall be no changes to the scope and/or contract documents without prior written approval of the Engineer of Record and the City's designated Professional Engineer.

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.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

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 Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (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 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). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

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.

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 Engineer and as provided in the GENERAL CONDITIONS.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

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 Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site(s) 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 has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to 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 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.
- E. 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, subsurface, and Underground Facilities) 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.
- F. 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.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. 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.
- I. Contractor has given the Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Purchasing Division is acceptable to Contractor.
- J. 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 this Agreement and in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - a. The Performance and Payment Bonds shall be one hundred percent (100%).
 - b. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

4. General Conditions.
5. Supplementary Conditions.
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 (Drawings), with each sheet bearing the following general title:
Fayetteville Transfer Station Improvements – Baler Sump and Compost Pad Repairs
8. Addenda numbers inclusive.
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.

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.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

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 FREEDOM OF INFORMATION ACT:

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

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

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

CONTRACTOR:

CITY OF FAYETTEVILLE

By: _____

(Type or legibly print)

By: _____

(Type or legibly print)

(Signature)

(Signature)

Title: _____

Title: Mayor _____

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest _____

Attest _____

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

License No. _____

Agent for Service of process

(Type or legibly print)

(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity
or LLC, attach evidence of authority to
sign.)

Approved as to Form:

By: _____

Attorney For: _____

END OF SECTION 00500

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

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SECTION 00550 - NOTICE TO PROCEED

Note: The following Notice To Proceed Document will be completed after Contract Award.

TO: _____

Contract Name/Title: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs

Contract No: 25-53, Construction – Transfer Station Improvements

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on _____ . 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 and final completion ready for final payment are _____ and _____ respectively.

Before you may start any work at the Site, the General Conditions provide that you and Owner must each deliver to the other, (with copies to Engineer and other identified additional insureds) certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the Site, you must submit the following:

1. Preliminary construction progress schedule.
2. Preliminary schedule of Submittals.
3. Satisfactory evidence of insurance in accordance with the requirements of the General Conditions.
4. Temporary erosion control requirements as specified.
5. Maintenance of Traffic as specified.

SECTION 00550 - NOTICE TO PROCEED (continued)

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.

Dated _____.

OWNER

City of Fayetteville

By: _____

Signature: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Signature: _____

Title: _____

Date: _____, 20____

Copy to Engineer
(Use Certified Mail,
Return Receipt Requested)

END OF DOCUMENT

SECTION 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 Oblige, hereinafter called Owner, in the amount of \$ _____, 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

Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs
Bid 25-53, Construction - Transfer Station 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

SECTION 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)

(Type or legibly print)

By: _____
(Type or legibly print)

(Signature)

SECTION 00610 – PERFORMANCE BOND (continued)

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

(Type or legibly print)

(Type or legibly print)

By _____
(Type or legibly print)

By _____
(Type or legibly print)

(Signature)

(Signature)

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(Type or legibly print)

(Signature)

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

Approved as to Form:

(Type or legibly print)

(Signature)

Attorney for _____
(Type or legibly print)

END OF SECTION 00610

SECTION 00610 – PERFORMANCE BOND (continued)

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SECTION 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 \$_____, 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 :

Fayetteville Transfer Station Improvements

Baler Sump and Compost Pad Repairs

Bid 25-53, Construction – Transfer Station 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:

- 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

SECTION 00611 – LABOR AND MATERIAL PAYMENT BOND (continued)

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)

(Type or legibly print)

By: _____

(Type or legibly print)

(Signature)

SECTION 00611 – LABOR AND MATERIAL PAYMENT BOND (continued)

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

(Type or legibly print)

(Type or legibly print)

By _____
(Type or legibly print)

By _____
(Type or legibly print)

(Signature)

(Signature)

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(Type or legibly print)

(Signature)

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

Approved as to Form:

(Type or legibly print)

(Signature)

Attorney for _____
(Type or legibly print)

END OF SECTION 00611

SECTION 00611 – LABOR AND MATERIAL PAYMENT BOND (continued)

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SECTION 00640 – WARRANTY BOND

We, _____, as principal (“Principal”), and _____

as surety (“Surety”), are hereby jointly and severally held and firmly bound unto the City of Fayetteville for the payment of _____ Dollars (\$ _____), subject to the terms and conditions provided herein.

WHEREAS, Principal executed and entered into that certain Agreement with City of Fayetteville for
Fayetteville Transfer Station Improvements – Baler Sump and Compost Pad Repairs
Bid 25-53, Construction – Transfer Station Improvements

dated _____, 20____ (the “Contract”), the provisions of which are incorporated herein by reference, and unless otherwise defined herein all defined terms used or referred to herein shall have the meaning ascribed thereto in the Contract. In addition to other obligations and liabilities, the Contract required Principal to perform the Work for the Project and to furnish this Bond to City of Fayetteville in compliance with the General Conditions.

NOW THEREFORE, the obligations of Principal and Surety herein shall remain in full force and effect as provided herein, subject to becoming null and void upon the occurrence of either or both of the conditions that (a) Principal shall fully perform and satisfy all obligations and liabilities of Principal under the warranty and guarantee provisions of Article 29 of the General Conditions, as modified or supplemented by the Supplementary Conditions or any other applicable Contract Documents, at any time within two years after the date of Final Acceptance or such longer period of time as may be prescribed therein (the “Warranty Period”), all of which includes without limitation either correcting the defective Work, or removing and replacing it with nondefective Work, or paying all direct, indirect or consequential costs of such correction or removal and replacement, all as provided therein, or (b) City of Fayetteville shall fail to institute a lawsuit, action or other proceeding under this Bond before the expiration of three (3) months following the end of the Warranty Period.

FURTHER PROVIDED, that (a) any changes, modifications, amendments, alterations or supplementations in or to the Contract, and Contract Documents or the Work, or the giving by City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part of either City of Fayetteville or Principal to the other, shall not in any way release the Principal or Surety, or either of them, from their liability hereunder, notice to the Surety of any of the foregoing being hereby waived, (b) in no event shall the aggregate liability of Surety exceed the amount set out herein, and (c) the rights and obligations hereof shall be binding upon and shall inure to the benefit of Principal, Surety, City of Fayetteville and their respective heirs, legal representatives, partners, privies, successors and assigns, provided that nothing herein shall authorize the assignment of any such rights and obligations.

Date of project final completion is _____.

The bond shall be 25% of the final project value and shall be effective for a period of two years.

SECTION 00640 – WARRANTY BOND (continued)

Executed on the _____ day of _____ 20 ____.

By _____

(Type or legibly print)

(Signature)

SEAL

Witness:
(Type or legibly print)

(Signature)

Attest:

SEAL

(Type or legibly print)

(Signature)

Surety

END OF SECTION 00640

SECTION 00700 – GENERAL CONDITIONS

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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:

1. 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. “Addenda” - written or graphic changes or interpretations of the Contract Documents issued by Owner prior to the opening of Bids.
 2. “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.
 3. “Application for Payment” - the form acceptable to 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.
 4. “Asbestos” - any material that contains more than 1% asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. “Bid” - the formal offer of the Bidder submitted on the prescribed Bid Form together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.
 6. “Bidder” - any person, firm, or corporation submitting a Bid for the Work or their duly authorized representatives.
 7. “Change Order” - a written document signed by Owner and 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.
 8. “Contract Drawings” - drawings and other data designated as Contract Drawings prepared by Engineer for this Contract which show the character and scope of the Work to be performed and are referred to in the Contract Documents.
 9. “Contract Price” - the total monies payable to Contractor under the Contract Documents as stated in the Agreement.

SECTION 00700 – GENERAL CONDITIONS (continued)

10. “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 Engineer’s written recommendations of final payment.
11. “Contractor” - the person, firm or corporation with whom Owner has entered into the Agreement.
12. “Date of Contract”, “Effective Date of the Agreement” - the date of the City Council Approval also indicated in the Agreement.
13. “Engineer” or “Engineer-Architect” - Architect, engineer, or other licensed professional who is either employed 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.
14. “Engineer’s Consultant” - an individual or entity having a contract with Engineer to furnish services as Engineer’s independent professional associate or consultant with respect to the Project.
15. “Equipment” - a product with operational or nonoperational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
16. “Field Order” - a written order issued by Engineer which orders minor changes in the Work in accordance with Paragraph 9.05 but which does not involve a change in the Contract Price or the Contract Times.
17. “General Requirements” - Sections of DIVISION 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
18. “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.
19. “Law” - law of the place of the Project which shall govern the performance hereunder.
20. “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.
21. “Lien” - charges, security interests, or encumbrances on Project funds, real property, or personal property.
22. “Materials” - products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
23. “Notice of Award” - the written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
24. “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.
25. “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.

SECTION 00700 – GENERAL CONDITIONS (continued)

26. “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.
27. “PCBs” - Polychlorinated biphenyls.
28. “Petroleum” - petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60° Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
29. “Program Manager” – NOT USED.
30. “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.
31. “Project Manual” - The bound documentary information prepared for bidding and 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.
32. “Radioactive Material” - source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. “Resident Project Representative” - the authorized representative of Engineer who is assigned to the construction Site or any part thereof.
34. “Reference Drawings” - drawings not specifically prepared for, nor a part of, this Contract, but which contain information pertinent to the Work.
35. “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.
36. “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.
37. “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.
38. “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.
39. “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.
40. “Submittals” - all Shop Drawings, product data, and Samples which are prepared by Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by Contractor to 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

41. “Substantial Completion” - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer 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.
42. “Supplementary Conditions” – part of the Contract Documents which amends and/or supplements these General Conditions.
43. “Supplier” - a manufacturer, fabricator, supplier, distributor, material man, or vendor.
44. “Underground Facilities” - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, 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.
45. “Unit Price Work” - Work to be paid on the basis of Unit Prices.
46. “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.
47. “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 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.
48. “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.
49. “Year 2000 Compliance” or “Year 2000 Compliant” – means that equipment, devices, items, systems, software, hardware, and firmware included in the Work or used to produce the Work shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing) on and after December 31, 1999, including leap year calculations.

SECTION 00700 – GENERAL CONDITIONS (continued)

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 Engineer’s responsibilities and duties or specified in these General Conditions. In no case will “approval” by Engineer 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, 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:

- A. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such executed and recorded Bonds as Contractor may be required to furnish in accordance with Paragraph 5.01.

2.02 COPIES OF DOCUMENTS:

- A. Owner will furnish to Contractor copies of the Contract Documents as stated in the General Requirements.

2.03 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time mutually agreed upon by the Contractor and the Owner within 60 days after the Effective Date of the Agreement upon completion of required executed documents. Unless modified by formal written agreement, the Contract Times will commence to run no later than the 90th day after the Effective Date of the Agreement.

SECTION 00700 – GENERAL CONDITIONS (continued)

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.

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 Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or 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 thirty (60) days after the Effective Date of the Agreement, and before Contractor starts the Work at the Site, Contractor shall submit items as noted in Document 00550 – Notice to Proceed (and as specified) to Engineer for review.
- C. Further, before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to 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 60 days after the Effective Date of the Agreement, but before Contractor starts the Work at the Site, a conference attended by Contractor, Engineer, and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.05B, to discuss procedures for handling Submittals, processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.07 FINALIZING SCHEDULES:

- A. A schedule shall be finalized in accordance with Specification SECTION 01321. The finalized construction progress schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times, but such acceptance will neither impose on 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 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

SECTION 00700 – GENERAL CONDITIONS (continued)

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 opening of Bids except as may be otherwise specifically stated. 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 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, 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 the Contract Documents.
 3. Clarifications and interpretations of the Contract Documents shall be issued by 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 Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer, however, Contractor shall not be liable to Owner or 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

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 (pursuant to Paragraph 10.01D).
- 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. 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 Engineer shall be the property of the Owner.
- 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 they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by 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 Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those

SECTION 00700 – GENERAL CONDITIONS (continued)

specified or indicated, or which could be reasonably interpreted from examination of the Site and available subsurface information at the time of bidding.

- B. Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter, Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor and Owner.
- C. If 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 bidding, 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 Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided:
 - 1. Owner and 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 Engineer. 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

4.04 REFERENCE POINTS:

- A. Engineer will provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel. 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. He shall furnish Engineer with one copy each of all field notes of such surveys.

4.05 ASBESTOS, PCBs, PETROLEUM, HAZARDOUS WASTE, OR RADIOACTIVE MATERIAL:

- A. Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Owner shall not be responsible for any such materials brought to the Site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.
- B. Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by Paragraph 6.13), and (ii) notify Owner and Engineer (and thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.
- C. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim

SECTION 00700 – GENERAL CONDITIONS (continued)

therefor as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- D. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or relating to such hazardous condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this subparagraph 4.05E shall obligate Contractor to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- E. The provisions of Paragraphs 4.02 and 4.03 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

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 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. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.

SECTION 00700 – GENERAL CONDITIONS (continued)

F. 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.

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|---------------------------------|--------------------------------------|
| 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 |

SECTION 00700 – GENERAL CONDITIONS (continued)

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|----|-----|---|-------------|
| | (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, 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 5.02A.1.c through 5.02A.1.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.

SECTION 00700 – GENERAL CONDITIONS (continued)

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, 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, 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, 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 and Engineer 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, 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,

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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 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 Contract.
 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.
- F. Waiver of Rights:
1. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.02D will protect Owner, Contractor, Subcontractors, Engineer,

SECTION 00700 – GENERAL CONDITIONS (continued)

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 or Engineer's Consultants, 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, 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, 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 by Paragraph 5.02D 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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.
- 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 except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to 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.
- E. Domestic Product Procurement: As further specified elsewhere in these or referenced documents.

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, 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

SECTION 00700 – GENERAL CONDITIONS (continued)

substitute is permitted, other items of Equipment or Material of other Suppliers may be submitted by Contractor to Engineer for review under the circumstances described below.

1. “Or-Equal” Items: If in Engineer’s sole discretion an item of 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, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in 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 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.
 - c. “Or-Equal” will not be considered until after Award of Contract.
2. Substitute Items:
 - a. If in 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 be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of Equipment or Material proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of Equipment or Materials will not be accepted by Engineer from anyone other than Contractor.
 - c. The procedure for review by Engineer will be as set forth in Paragraph 6.04A.2.d, as may be supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall first make written application to 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

SECTION 00700 – GENERAL CONDITIONS (continued)

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 Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.

e. Substitute items will not be considered until after Award of Contract.

- 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 Engineer, if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Engineer will be similar to that provided in Paragraph 6.04A.2 as applied by Engineer and as may be supplemented in the General Requirements.
- C. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute or “or-equal” item. Engineer will be the sole judge of acceptability, and no substitute or “or-equal” will be ordered, installed, or used until 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. Engineer will record time required by 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 Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of, Engineer, and Engineer’s Consultants for evaluating each such proposed substitute.

6.05 CONEERNING 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 Bid opening prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof, Owner’s or

SECTION 00700 – GENERAL CONDITIONS (continued)

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 Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and 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 Engineer and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of Owner or 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 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 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

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 opening of Bids. Fees for permits issued by the City will be waived and the Permits issued by the City necessary for the work are required. 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 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 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 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 other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements, 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 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 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

SECTION 00700 – GENERAL CONDITIONS (continued)

consequentially out of any action, legal or equitable, brought by any such other party against Owner or 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.

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 Engineer for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to 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. 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

SECTION 00700 – GENERAL CONDITIONS (continued)

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 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).

- C. 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 Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give 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 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 Engineer for review and acceptance by 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 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 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 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 Engineer for review and approval of each such variation.

SECTION 00700 – GENERAL CONDITIONS (continued)

- D. Engineer will review Submittals with reasonable promptness, but 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 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 Engineer on previous Submittals.
- E. 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 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 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 Engineer's review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

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, 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- B. In any and all claims against Owner or Engineer 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 under 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, 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.

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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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 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 Engineer.

8.02 **CHANGE OF ENGINEER :**

- A. In case of termination of the employment of Engineer, Owner shall appoint, subject to the requirements of Section 00001 CERTIFICATIONS and Arkansas State Law an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former 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. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.04.

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.

SECTION 00700 – GENERAL CONDITIONS (continued)

8.07 **INSPECTIONS AND TESTS:**

- A. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.03B.

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 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 **OWNER'S REPRESENTATIVE:**

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of 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 Engineer.
- B. Owner and Contractor are reminded of the requirements of Arkansas State Law **§22-9-101**. Observation by registered professionals required.

9.02 **VISITS TO SITE:**

- A. 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. Engineer will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work. 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, 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. 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 Engineer at his home office.
 - 2. Communications pertaining to day-to-day operations at the Site shall be directed to Resident Project Representative.

SECTION 00700 – GENERAL CONDITIONS (continued)

3. Resident Project Representative and his assistants will conduct observations of the Work in progress to assist Engineer in determining that the Work is proceeding in accordance with the Contract Documents.
4. Resident Project Representative will not have authority to permit any deviation from the Contract Documents, except with concurrence of Owner and Engineer.

9.04 **CLARIFICATIONS AND INTERPRETATIONS:**

- A. 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 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. 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. Engineer will have authority to disapprove or reject Work which 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 Engineer, to disapprove or reject any defective workmanship, Equipment, or Material.

9.07 **SUBMITTALS, CHANGE ORDERS, AND PAYMENTS:**

- A. In connection with Engineer's responsibility for Submittals, see Paragraph 6.14.
- B. In connection with Engineer's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with Engineer's responsibilities in respect of Applications for Payment, see Article 14.

9.08 **DETERMINATIONS FOR UNIT PRICES:**

- A. Engineer 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- B. Engineer'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. 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 Engineer in writing with a request for a formal decision in accordance with this Paragraph, which 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 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 Engineer and the other party within 60 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim. Owner may request written review by 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, Engineer will not show partiality to Owner or Contractor and 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 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 ENGINEER'S RESPONSIBILITIES:**

- A. Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of 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 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 Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any

SECTION 00700 – GENERAL CONDITIONS (continued)

duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.10C or 9.10D.

- C. 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. Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
- D. 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 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 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 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 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 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).
 - 1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.
- 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

SECTION 00700 – GENERAL CONDITIONS (continued)

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 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 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 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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).

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.

SECTION 00700 – GENERAL CONDITIONS (continued)

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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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, expeditors, 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 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 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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 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 comparison of Bids and 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 Contractor's overhead and profit 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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 Bid. 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.
 9. Any failure or delay by Contractor in supplying equipment, materials, work, or services that are Year 2000 compliant or failure or delay by Contractor's Subcontractors or Suppliers in providing equipment, materials, work, or services as a result of Subcontractors' or Suppliers' lack of Year 2000 compliance in their own operations, systems, or processes used to provide or deliver equipment, material, work, or services shall not be considered to be caused by events beyond Contractor's control. Such Year 2000 compliance

SECTION 00700 – GENERAL CONDITIONS (continued)

problems shall not constitute a basis for delay in completion of the Work, adjustment to the Contract Times, or an excuse for Contract nonperformance.

- 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 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 Engineer with other Submittals. Engineer will transmit such guarantees to Owner for review.

13.02 ACCESS TO THE WORK:

- A. 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 Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, testing, or approval.
- D. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- 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 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 Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
- G. Neither observations by 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.
- B. Any defective Work may be disapproved or rejected by 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 Engineer, it shall, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

SECTION 00700 – GENERAL CONDITIONS (continued)

- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as 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 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 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. Before final acceptance of the project, the contractor shall provide a maintenance bond in accordance with section 158.03 of the City of Fayetteville Unified Development Code. The bond shall be in the amount of 25% of the total contract price for a period of two years from the date of Substantial Completion. 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

SECTION 00700 – GENERAL CONDITIONS (continued)

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.

13.09 ACCEPTANCE OF DEFECTIVE WORK:

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner and, prior to Engineer's recommendation of final payment, also 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 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 Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by 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 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

SECTION 00700 – GENERAL CONDITIONS (continued)

provided in Article 11. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, 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 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 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. Engineer will, within seven days after receipt of each Application For Payment, either indicate in writing a recommendation of payment and present the Application

SECTION 00700 – GENERAL CONDITIONS (continued)

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. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-Site observations of the Work in progress as experienced and qualified design professionals and on 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 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, 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. 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. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to Owner. 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 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

7. Contractor's failure to make payment to Subcontractors, or for labor, Materials, or Equipment, or
 8. 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 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. The owner may forego withholding retainage of the progress payments if the construction contract is fifty-percent (50%) complete and the contractor has provided the work in a satisfactory manner.

14.05 **SUBSTANTIAL COMPLETION:**

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Within a reasonable time thereafter, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer considers the Work substantially complete, 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 to be completed or corrected before final payment.
- C. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to

SECTION 00700 – GENERAL CONDITIONS (continued)

division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties.

- E. Unless Owner and Contractor agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, 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. Use by Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and useable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 2. Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such list to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that

SECTION 00700 – GENERAL CONDITIONS (continued)

part of the Work, which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of Paragraph 5.02I in respect of property insurance.

14.07 **FINAL INSPECTION:**

- A. Upon written notice from Contractor that the Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner, Engineer, 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 - all as required by the Contract Documents, and after 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 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 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, Engineer will, within fourteen days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon, Engineer will give written notice to Owner and Contractor that the Work is acceptable (subject to the provisions of Paragraph 14.11). Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for

SECTION 00700 – GENERAL CONDITIONS (continued)

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 Engineer's recommendation and notice of acceptability, the amount recommended by 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 Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of 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 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 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 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 Engineer

SECTION 00700 – GENERAL CONDITIONS (continued)

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 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, architects, attorneys and other professionals, and court and

SECTION 00700 – GENERAL CONDITIONS (continued)

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 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 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 90 days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten days' written notice to Owner and 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 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 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 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 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.

SECTION 00700 – GENERAL CONDITIONS (continued)

- 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 Engineer;
 - 2. Submit a schedule to the 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 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

SECTION 00700 – GENERAL CONDITIONS (continued)

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 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.

17.04 **FREEDOM OF INFORMATION ACT:**

- A. City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor shall 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.

END OF SECTION 00700

SECTION 00700 – GENERAL CONDITIONS (continued)

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SECTION 00800 – SUPPLEMENTAL CONDITIONS

GENERAL

1.01 SUMMARY:

- A. This Section summarizes Supplemental Conditions that apply to this Work in addition (supplemental to) to General Conditions, Contract Documents and other Specifications for Fayetteville Transfer Station Improvements – Baler Sump and Compost Pad Repairs, Bid 25-53, Construction – Transfer Station Improvements.

1.02 ARKANSAS STATE LAW A.C.A. § 22-9-101

- A. Comply with all Federal, State and Local laws and regulations including but not limited to Arkansas Code § 22-9-101.
1. Title 22 Public Property
Chapter 9 Public Works
Subchapter 1 -- General Provisions
A.C.A. § 22-9-101. Observation by registered professionals required.
Universal Citation: AR Code § 22-9-101 (2016)
- “ (a) The state or a township, county, municipality, village, or other political subdivision of the state shall not engage in the capital improvement of public works involving engineering or architecture for which the plans, specifications, and estimates have not been made by and the capital improvement executed under the observation of a professional engineer as defined in § 17-30-101 or architect as defined in § 17-15-102, in their respective areas of expertise.
- (b) Nothing in this section shall be held to apply to any public works wherein the contemplated capital improvement expenditure:
- (1) For an engineering project does not exceed twenty-five thousand dollars (\$25,000); or
- (2) For an architectural project does not exceed one hundred thousand dollars (\$100,000).
- (c) This section shall not apply to any school district, county, municipality, or township project that is planned and executed according to plans and specifications furnished by authorized state agencies.”

1.03 PROPERTY LINES AND MONUMENTS:

- A. The Contractor shall protect all property corner markers, and when any such marker or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

SECTION 00800 – SUPPLEMENTAL CONDITIONS (continued)

1.04 EXPLOSIVES:

- A. Explosives or burning shall not be used.

1.05 CLEANUP:

- A. During construction of the work, the Contractor shall at all times, keep the site of the work and adjacent premises as free from material, debris, and rubbish, as is practicable, shall remove same from any portion of the site, if in the opinion of the City of Fayetteville such material debris, or rubbish constitutes a nuisance or is objectionable.
- B. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

1.06 PROJECT MAINTENANCE:

- A. The Contractor shall maintain and keep in good repair the work contemplated under these plans, specifications, drawings, etc., and shall perform for a period as set forth in the Maintenance Bond from the date of acceptance all necessary repair, reconstruction and renewal of any part of said construction and shall furnish the labor and materials to make good and to repair any defective condition growing out of or on the account of the breakage or failure of any substance or the improper function of same. Said maintenance contemplates the complete restoration to a functional use during the said period as set forth in the Maintenance Bond.

1.07 PROTECTION OF IMPROVEMENTS:

- A. The Contractor shall be entirely responsible for the protection of all improvements that are not designated by the City of Fayetteville to be removed for proper construction of the project. This shall include sidewalks, building walls, existing inlets and manholes, underground utilities, shrubs, trees, signs, sod and fences. The Contractor shall be entirely responsible for the protection of all pavements adjacent to the project.

1.08 ACCIDENT REPORTING:

- A. The Contractor must report in writing to the City of Fayetteville all accidents whatsoever arising out of, or in connections with the performance of the work, whether on, or adjacent to, the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City of Fayetteville.
- B. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City of Fayetteville giving full details of the claim.

SECTION 00800 – SUPPLEMENTAL CONDITIONS (continued)

1.09 ARRANGEMENTS FOR WATER

- A. Water used for installation purposes, jetting or flooding trenches, sprinkling, testing and flushing of pipelines or any other purpose incidental to this project, will be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing the transporting of such water and shall take such water in a manner and at such time that will not produce a harmful drain or decrease of pressure in the City of Fayetteville's WATER SYSTEM. Water shall not be used in a wasteful manner.
- B. The Contractor shall be billed and shall pay for all water used.
- C. Backflow prevention is required on Contractor's equipment during filling operations.

1.10 USE OF FIRE HYDRANTS

- A. No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve or stop cock, or tap any water main belonging to the City of Fayetteville, unless duly authorized to do so by the City of Fayetteville Water Department.
- B. Water utilized from fire hydrants shall be in a manner pre-approved and acceptable to the City of Fayetteville. Such use shall include metering and backflow prevention equipment acceptable to the City of Fayetteville. The Contractor is responsible for any adverse impact on the water distribution system including but not limited to damage to the system from water hammer and transient forces resulting from his filling operations.
- C. The Contractor shall be billed and shall pay for all water used.
- D. Backflow prevention is required on Contractor's equipment during filling operations.

1.11 NO TREES SHALL BE CUT.

- A. No trees shall be cut except upon the specific authority by the City of Fayetteville. Trees adjacent to the work shall be protected from all damage by the construction operations.

1.12 REMOVAL OF TREES, FENCES, ETC.

- A. Fences within the right-of-way of this project shall be kept in good repair and closed at all times, except when it is necessary to move machinery and equipment through the fence. Gates shall be closed immediately after use. When the project is complete, the Contractor shall repair all fences and gates that have been moved or damaged by the Contractor as a result of construction. Fences shall be left in repair equal to the original condition. No separate compensation shall be made for this work.
- B. Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

SECTION 00800 – SUPPLEMENTAL CONDITIONS (continued)

- C. The Contractor shall not be held liable for unavoidable damage to crops provided such damage occurs within the construction easement provided by the City of Fayetteville.

1.13 POLES, SIGNS, GUY WIRES, ETC

- A. All utility poles and guy wires, private sign posts, signs and guy wires, and similar private obstructions which interfere with the construction of this project will be removed and replaced, or moved to new permanent locations by the Owners thereof without cost to the Contractor.
- B. The removal and replacement of City of Fayetteville street sign posts and signs are the responsibility of the Contractor. The Contractor shall be responsible for all damage to street signposts and signs within the limits of his operations that remain in place or are removed and replaced. In the event street sign posts and signs are injured or destroyed by the Contractor's operations, they shall be replaced by the Contractor. No separate compensation will be paid for this work, but the costs thereof shall be included in such contract pay items as are provided.

1.14 EXISTING UTILITIES AND SERVICE LINES:

- A. Prior to the start of any excavation by the Contractor, the Contractor shall communicate with ARKANSAS ONE CALL, the proper representative of all the utility systems included but not limited to the water and sewer department, the gas company, electric company, telephone company and any other private utility companies and advise said representative of the route of the proposed construction, in order to obtain the assistance of the utility in the location of and in the avoidance of conflicting with utility lines.
- B. The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.
- C. The Contractor shall comply with the "Arkansas Underground Facilities Damage Prevention Act" including latest amendments, the Arkansas One-Call System, and shall alert potentially conflicting utility systems accordingly.
- D. The Contractor is responsible for protecting public and private property. The Contractor is responsible for the Contractor's safety plan and implementation.

SECTION 00800 – SUPPLEMENTAL CONDITIONS (continued)

1.15 EXISTING STRUCTURES:

- A. It is the Contractor's responsibility to verify the locations of existing surface and subsurface structures. It is mutually agreed that such shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

1.16 DRAINAGE:

- A. The Contractor shall provide at his own cost and expense all methods for adequately draining the work. No separate measurement or compensation will be paid for sub-drains or other methods of draining, but the cost thereof shall be included in such contract pay items as are provided in the Proposal and Contract.

1.17 CONSTRUCTION IN CITY STREETS AND PRIVATE DRIVES:

- A. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade, and mark all bypasses and detours that might be required on and across the streets involved in the work included in this contract.
- B. Street shall remain open to traffic at all times unless special permission for closing the street is given by the City of Fayetteville. After permission is given for closing any portion of the street, the Contractor shall be responsible for notifying the Police and Fire Department 24 (24) hours in advance of such closing.
- C. The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the streets. Owners or tenants or improvements where access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed.
- D. During wet weather the Contractor shall construct temporary gravel crossings and wooden walkways to allow ingress and egress across excavated areas at no expense to the City of Fayetteville and as directed by the City of Fayetteville.
- E. The Contractor shall at all times, keep a sufficient width of the roadway clear of dirt and other materials to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, person or otherwise, that may be caused by the construction along City of Fayetteville streets or private drives.

SECTION 00800 – SUPPLEMENTAL CONDITIONS (continued)

- F. If it becomes apparent that barricades do not sufficiently protect the general public and the Contractor's workmen from traffic hazards, the Contractor may be required to furnish such flagmen and/or watchmen as may be deemed necessary to properly direct traffic.

1.18 **CONSTRUCTION IN ARKANSAS HIGHWAY DEPARTMENT RIGHT-OF-WAY:**

- A. Where the work encroaches upon any right-of-way of the Arkansas Highway Department, the City of Fayetteville will secure the necessary permits for the work. Where highways are crossed, the Contractor shall observe all the regulations and instructions of the Arkansas Highway Department as to methods of doing the work, or precautions for safety of property and the public. All negotiations with the Arkansas Highway Department except for permits shall be made by the Contractor. The Arkansas Highway Department shall be notified by the Contractor not less than five days previous to the time of his intention to begin work.

1.19 **MAINTENANCE OF STORM SEWER AND UTILITIES THAT CROSS EXISTING ROADWAY:**

- A. The Contractor shall maintain at all times during construction storm sewer and utility crossings of existing roadways at no expense to the City of Fayetteville. Storm sewers and utilities crossing existing roadways shall be back-filled in accordance with the provisions of these specifications to an elevation six inches below the elevation of the existing roadway. A six-inch thick compacted gravel base shall be constructed to the elevation of the existing pavement within the limits shall be maintained throughout the construction. Potholes appearing in the existing pavement, which in the opinion of the City of Fayetteville is a hazard to the general public, shall be filled and maintained as directed by the City of Fayetteville.

1.20 **BARRICADES, LIGHTS AND WATCHMEN:**

- A. Where the work is carried on in or adjacent to any street, alley or public place, the Contractor shall at his own cost and expense furnish and erect such barricades, fences, battery type flasher-markers and danger signals, shall provide such watchmen, and shall provide such other precautionary measures including but not limited to flagmen and detours for the protection of persons or property and of the work as are necessary. All signs, barricades, and traffic control devices shall be placed and maintained in accordance with the MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), latest edition.
- B. From sunset to sunrise, the Contractor shall furnish and maintain at least one battery type flasher-marker at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

SECTION 00800 – SUPPLEMENTAL CONDITIONS (continued)

- C. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the City of Fayetteville may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the City of Fayetteville.
 - D. During the prosecution of the work, the Contractor shall obstruct public travel as little as possible and in no case shall there be less than twelve (12) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with red flags during the day and with lights during the night.
- 1.21 PROTECTION OF EXISTING WATER VALVE BOXES
- A. Protection of existing water valve boxes located within the limits of the work shall subsequently be the responsibility of the Contractor. Failure to show water valve box locations on the plans does not relieve the Contractor of the responsibility to prevent damage to the valve and boxes.
- 1.22 SURPLUS MATERIALS
- A. Surplus materials shall be disposed of by the Contractor at his own cost and expense in compliance with all Federal, State and Local regulations.
- 1.23 SALVAGED MATERIALS
- A. All materials removed during the construction of the project as salvaged materials shall be removed, cleaned, hauled to and stacked on the City of Fayetteville's grounds. Salvaged materials shall be the property of the City of Fayetteville.
- 1.24 FINAL CLEAN-UP
- A. Upon completion of the work and before acceptance and final payment, the Contractor shall clean, remove rubbish, unused materials and temporary structures from the limits of the project and restore in a manner acceptable to the Engineer, all property, both public and private, that has been damaged by the Contractor during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.
 - B. Material cleared from the limits of the project and deposited on adjacent property will not be considered satisfactory unless prior approval is obtained from the property owner involved, the work is accomplished to the satisfaction of the City of Fayetteville, and a proper City of Fayetteville grading permit is issued, if required.

SECTION 00800 – SUPPLEMENTAL CONDITIONS (continued)

1.25 PRIVATE PROPERTY ACCESS

- A. The Contractor shall not enter upon or use private property except as allowed by easements or if the Contractor obtains specific written prior permission from the property owner.

1.26 COMPANY LOGO

- A. All equipment used on the project shall be clearly marked with the Contractor's name and LOGO. Subcontractor equipment shall also be similarly marked.

1.27 TRENCH SAFETY SYSTEM - CONTRACTOR

- A. Should excavation by the contractor become necessary then the Contractor shall comply with Specification 02003 - TRENCH SAFETY/PROTECTIVE SYSTEMS.

PART 2 - PRODUCTS – NOT APPLICABLE.

PART 3 - EXECUTION – NOT APPLICABLE.

END OF SECTION 00800

SECTION 01110-SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section summarizes the Work and supplements the information 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:
Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs
Bid 25-53, Construction – Transfer Station Improvements
 - 2. Location: 1560 South Happy Hollow Road, Fayetteville, Arkansas 72701.
- C. Engineer: The Contract Documents were prepared by:
 - 1. Hawkins-Weir Engineers, Inc.
516 East Milsap Road, Suite 103
Fayetteville, Arkansas 72703
 - 2. Olsson
3537 North Steele Boulevard, Suite 310
Fayetteville, Arkansas 72703

1.02 PROJECT DESCRIPTION:

- A. Removal and replacement of the concrete lip around the existing baler sump including the removal and reinstallation of the hinged metal cover plates.
- B. Removal and replacement of a portion of the existing compost pad.
- C. Construction of a new access drive to the existing compost pad.

1.03 WORK BY OTHERS:

- A. Work Under Other Contracts: None.
- B. Work by Owner: None.
- C. Other Activities: None.

SECTION 01110-SUMMARY OF WORK (continued)

1.04 CONTRACTOR'S USE OF PREMISES:

- A. During the construction period, Contractor shall have use of the property, easements and rights-of-way acquired by the Owner for this project. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

1.05 OWNER'S USE OF PREMISES:

- A. Partial Owner Occupancy: The Owner reserves the right to occupy completed areas of the contract, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such partial occupancy shall not constitute acceptance of the total Work.

1.06 WORK SEQUENCE:

- A. 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. The Contractor's construction sequence should minimally adhere to the following outline:
 - 1. Remove and replace the specified portion of the existing Compost Pad
 - 2. Construct the proposed Compost Pad access drive.
 - 3. Remove and replace the concrete lip around the existing baler sump.
 - 4. Reinstall the hinged metal cover plates.
- B. The Contractor shall arrange crews in a way to have continuous work from the time a particular project has begun until it is complete. It shall be the responsibility of the Contractor to inform the City of Fayetteville regarding dates and locations of work activities that may impact the flow of traffic.
- C. 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.
- D. It shall be the responsibility of the Contractor, 48 hours prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.
- E. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present 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.

SECTION 01110-SUMMARY OF WORK (continued)

1. All construction activities associated with the baler sump shall be limited to a consecutive fourteen (14) day calendar period. The Contractor shall be subject to Liquidated Damages in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each day the metal chute remains incomplete and the Recycling Processing Facility cannot be restored to its full operational capacity following the consecutive fourteen (14) day calendar period.

1.07 **PREORDERED EQUIPMENT AND MATERIALS:**

None.

1.08 **MEASUREMENT AND PAYMENT:**

- A. Unit Price Contracts: All Work indicated in the Contract Documents shall be included in the Unit Price Bid Schedule and 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.
- B. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. The Contractor agrees that he will make no claim for damages, or anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and the estimated amounts therefore.
- C. Measurement and Payment of specific items will be as specified in each applicable Section of the Technical Specifications.
- D. There will be no separate pay items for the following miscellaneous construction items. Cost for these items shall be considered incidental/subsidiary to other contract bid items.
 1. All Safety excluding Trench Safety. Trench Safety per specification 02003 is a Bid item.
 2. Photographs of the site prior to the Work if requested by City of Fayetteville.
 3. Pipeline cleaning and root removal.
 4. Maintenance of Traffic.
 5. Final Cleanup.
 6. All other labor, equipment, materials, incidentals, tools, appurtenances, permits and not specifically listed in the Bid Form work required for a complete installation acceptable to the City of Fayetteville Trash and Recycling.
- E. The Contractor's Invoice and all supporting documents shall be submitted to the City of Fayetteville Trash and Recycling. The City of Fayetteville Trash and Recycling will prepare the pay estimate based on the Contractor's Invoice.

SECTION 01110-SUMMARY OF WORK (continued)

- F. Invoices shall be sent to the City of Fayetteville. They shall be itemized to include:
- G. The specific bid items utilized.
 - 1. The quantities of those bid items.
 - 2. The location of the project.
 - 3. The total cost for that project.
 - 4. The total billing to date, including any change orders.
 - 5. All state and local taxes applicable.
- H. Completion of a project is defined to include the satisfactory performance of all minor and non-pay work items such as clean up and restoration/replacement of all damaged private and public property.
- I. All invoices for payment presented by the Contractor shall provide documentation to support the location and amount of work accomplished during the payment period. The Contractor's Invoice and all supporting documents shall be submitted to the City of Fayetteville Trash and Recycling. The City of Fayetteville Trash and Recycling will prepare the pay estimate based on the Contractor's Invoice. Invoices will include:
 - 1. The specific bid items utilized.
 - 2. The quantities of those bid items.
 - 3. The location of the project.
 - 4. The total cost for that project.
 - 5. The total billing to date, including any change orders.
 - 6. All state and local taxes applicable.

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 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.
- C. **PDF copies** of above documents will be supplied by Engineer upon request of Contractor and approval of Owner.

1.10 **SCHEDULE OF OWNER-SUPPLIED EQUIPMENT AND MATERIALS:**

- A. Owner will supply refuse disposal containers and container haul-off.

SECTION 01110-SUMMARY OF WORK (continued)

PART 2 – PRODUCTS - Not Applicable

PART 3 – EXECUTION - Not Applicable

END OF SECTION 01110

Appendix B
Bid 25-53, Construction -
Transfer Station Improvements
City Issued Bid

SECTION 01110-SUMMARY OF WORK (continued)

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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.

1.02 MINOR CHANGES IN THE WORK

- A. 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. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

1.03 PROPOSAL REQUEST

- A. Owner-Initiated Proposal Requests:
 - 1. 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 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 Engineer. Where major cost items are 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.

SECTION 01250- CONTRACT MODIFICATION PROCEDURES (continued)

- 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, 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. As determined by the City's Trash and Recycling Director in the case of a change required to protect the Public and/or the City including health, safety and fiscal responsibility, and when such change must precede the normal Change Order/Modification process, then the Owner may initiate a Work Change Directive, signed by Owner and 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. The Work Order Directive may be limited based upon funding approved by the City Council.
 - 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. Engineer will issue Change Order CONDITIONS.
- D. Upon execution of a subsequent 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.

PART 2 – PRODUCTS - Not Applicable

PART 3 – EXECUTION - Not Applicable

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 00400– BID FORM.
2. DOCUMENT 00500 – AGREEMENT.
3. DOCUMENT 00700 – GENERAL CONDITIONS.

1.02 SUBMISSION PROCEDURES

A. Submit Unit Prices for work or materials listed on the online bidding form.

1. Such Unit Prices shall apply for additions and deletions.

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, overhead, profit and supervision.

B. The Unit Prices submitted through the City's online bidding platform will apply to the net change on any given change to the scope of Work.

C. Unit Prices accepted by the Owner and Contractor shall be identified in the Owner-Contractor Agreement.

D. 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

SECTION 01270 – UNIT PRICES (continued)

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 SECTION 01271, MEASUREMENT AND PAYMENT.

PART 2 – PRODUCTS - Not Applicable

PART 3 – EXECUTION - Not Applicable

END OF SECTION 01270

SECTION 01271 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes delineation of measurement and payment criteria applicable to unit price work whether the unit price items are part of a unit price contract or are part of a Stipulated Price contract.
- B. Defect assessment and non-payment for rejected work.

1.02 AUTHORITY

- A. Measurement methods are delineated for each individual bid item under this section.
- B. The Engineer will take all measurements and compute quantities accordingly.
- C. Contractor shall assist by providing necessary equipment, workers, and survey personnel as required.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Items measured by weight will use specified standard handbook weights unless otherwise specified in this section for an individual item.
- B. Measurement by Volume: Unless herein noted differently, volume shall be measured by cubic dimension using mean length, width and height or thickness with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.
- C. Measurement by Area: Unless herein noted differently, area shall be measured by square dimension using mean length and width or radius, with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.
- D. Linear Measurement: Unless herein noted differently, linear measurements shall be measured at the item centerline or mean chord, with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

- E. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.05 **PAYMENT**

- A. Payment Includes: Except as modified herein, payment shall be full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.06 **DEFECT ASSESSMENT**

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct the following remedy:
 - 1. The defective Work will be repaired to the instructions of the Engineer, and the unit price will be adjusted to a new price at the discretion of the Engineer.
- C. The authority of the Engineer to assess the defect and identify payment adjustment is final.

1.07 **NON-PAYMENT FOR REJECTED PRODUCTS**

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines, levels or boundaries of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling and disposing of rejected Products.
 - 7. Work performed beyond the specified limits unless authorized by the Engineer.

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

1.08 **BID ITEMS**

1. General Conditions

Payment for the above item will be paid for at the lump sum (LS) price bid. This item includes full compensation for the Performance and Payment bond required by the Contract, and any other items required by the General Conditions or Supplemental Conditions.

2. Mobilization

Payment for the above item will be paid for at the lump sum (LS) price bid. The payment shall cover mobilization required to construct the project as shown on the Plans and stated in the Specifications. This item includes full compensation for the mobilization required by the Contract, including all materials, equipment and labor costs. Mobilization shall not exceed 5% of the total bid amount (not including bonds and insurance and trench and excavation safety).

3. OSHA Trench Safety

Payment for the above item will be paid for at the lump sum (LS) price bid. This item includes full compensation for the OSHA Trench Safety required by the contract. After award of contract, the Contractor shall submit to the Owner a cost breakdown for the work involved in the lump sum price bid for OSHA Trench Safety System and shall, with each periodic payment request, submit a certification by the "competent person" as defined in 29 CFR 1926.650(b) that the Contractor has complied with the provisions of the OSHA Standard for Excavation and Trench Safety Systems, 29 CFR 1926 Subpart P, for work for which payment is requested. Periodic payments will be made in proportion to the amount of work accomplished, as determined by the Owner, and will be full compensation for trench and excavation safety, including all materials, labor, and incidentals necessary to perform the work.

4. Furnish, Install, and Maintain Erosion Control Measures

Payment for the above item will be paid for at the lump sum (LS) price bid. Payments shall be full compensation for supply, installation, and maintenance of the erosion control measures as shown on the Plans and stated in the Specifications including inspections, disposal costs, and all materials, equipment, tools, labor, and incidentals necessary to complete the work.

5. Construct Baler Sump Modification

Payment for the above item will be paid for at the lump sum (LS) price bid. Payments shall be full compensation for the complete construction of the Baler Sump Modifications as shown on the Plans and stated in the Specifications including removal and reinstallation of the steel hatches, removal of the concrete lip, installation of the reinforcing steel, construction of formwork, installation of miscellaneous metals, placement of the reinforced concrete, concrete finishing,

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

disposal of all demolished materials, and all materials, equipment, tools, labor, testing, and incidentals necessary to complete the work. The Owner will provide disposal containers and haul-off.

6. Furnish and Install 6-inch Reinforced Concrete for Compost Pad Entrance Drive

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of reinforced concrete (6-inch thickness) furnished and installed for the Compost Pad Entrance Drive as shown on the Plans and stated in the Specifications including formwork, reinforcing steel, concrete finishing, curing, protection, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

7. Furnish and Install 4-inch Class 7 Crushed Stone Base

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of Class 7 Crushed Stone Base (4-inch thickness) furnished and installed including aggregate base, hauling, grading, compaction, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

8. Remove 24-inch Undercut and Prepare Subgrade

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as removed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of 24-inch undercutting performed as shown on the Plans and stated in the Specifications including excavation, hauling, disposal costs, preparation of the finished subgrade, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

9. Furnish and Install Select Fill

Payment for the above item will be paid for at the price bid for each cubic yard (CY) of select fill measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each cubic yard of select fill furnished and installed, including select fill material, hauling, compaction, and all other materials, equipment, tools, labor, testing, and incidentals necessary to complete the work.

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

10. Saw Cut and Remove Existing Concrete Compost Pad

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as removed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of concrete compost pad removed and loaded into disposal containers, including all concrete sawcutting, materials, equipment, tools, labor, and incidentals necessary to complete the work. The Owner will provide disposal containers and haul-off.

11. Furnish and Install 6-inch Reinforce Concrete Compost Pad

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of reinforced concrete (6-inch thickness) furnished and installed for the Compost Pad as shown on the Plans and stated in the Specifications including formwork, reinforcing steel, concrete finishing, curing, protection, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

12. Furnish and Install 12-inch Class 7 Crushed Stone Base

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of Class 7 Crushed Stone Base (12-inch thickness) furnished and installed including aggregate base, hauling, grading, compaction, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

13. Furnish and Install Geogrid Layer

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of geogrid furnished and installed for the Compost Pad as shown on the Plans and stated in the Specifications including geogrid material and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

14. Remove 12-inch Undercut and Prepare Subgrade

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as removed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of 12-inch undercutting performed as shown on the Plans and stated in the Specifications including excavation, hauling, disposal costs, preparation of the finished subgrade, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

There shall be no separate payment for all other labor, equipment, materials, incidentals, tools, appurtenances, permits and not specifically listed in the Bid Form work required for a complete installation acceptable to the City of Fayetteville.

PART 2 – PRODUCTS - Not Applicable

PART 3 – EXECUTION - Not Applicable

END OF SECTION 01271

Appendix B
Bid 25-53, Construction -
Transfer Station Improvements
City Issued Bid

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 CONDITIONS

1.02 APPLICATIONS FOR PAYMENT

A. Comply with Arkansas Code § 22-9-101.

Title 22 Public Property

Chapter 9 Public Works

Subchapter 1 - General Provisions

A.C.A. § 22-9-101. Observation by registered professionals required.

B. Format: Document 01290.01 supported by Document 01290.01 or other approved format.

1. Owner will provide Contractor an electronic copy of Documents 01290.01 and 01290.02.

C. Payment Period: As specified under DOCUMENT 00700 – GENERAL CONDITIONS Article 14.

D. 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. Round off dollar values to nearest dollar.
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.

SECTION 01290 – PAYMENT PROCEDURES (continued)

- b. Indicate dollar value breakdown of each Change Order by each applicable Project Manual Section.

E. Submittal Procedure:

1. Comply with DOCUMENT 00700 - GENERAL CONDITIONS Article 14.
2. Submit 1 copy 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 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.

F. Minimum Approvals – City of Fayetteville.

1. Trash and Recycling Manager or Director.
2. Trash and Recycling Superintendent or his representative.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION - Not Applicable

END OF SECTION 01290



APPLICATION FOR PAYMENT
Bid 25-53, CONSTRUCTION
Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs

Application Number: _____

Date: _____

Contractor: _____

Ordinance/Resolution Number: _____

Address: _____

Effective: _____

Encumbrance No: _____

Application for Work Accomplished Through the Date of: _____

Original Contract Price	[1]\$
Net Change by Change Orders _____ through _____	[2]\$
Current Contract Price (1 + 2)	[3]\$
Completed Work	[4]\$
Stored Material	[5]\$
Total Completed and Stored to Date (4+5)	[6]\$
Previous Payments	[7]\$
Previous Retainage	[8]\$
Total Previous Applications (7+8)	[9]\$
Amount This Application (6-9)	[10]\$
Less Retainage This Application*	[-][11]\$
Release of Retainage	[12]\$
Due This Application (10-11+12)	[13]\$

* Retainage on Completed Work Only

Accompanying Documentation: Attached Schedule of Values

CONTRACTOR's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by all prior Applications for Payment; (2) title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective, and (4) all labor standards contract requirements have been complied with by Contractor and by each subcontractor employing mechanics or laborers at the site of the work.

Dated: _____

CONTRACTOR

By: _____

STATE OF _____)

COUNTY OF _____)

Subscribed and Sworn to before me this _____ day of _____

My commission expires: _____

Notary Public

OWNER's Certification for Payment:

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's representatives certify that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Schedule of Values that are changed to conform to the amount certified.)

OWNER's Approval

By: _____ Date: _____

Trash and Recycling Manager

By: _____ Date: _____

Trash and Recycling Superintendent



CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract Number: 25-53, Construction

Contract Title: FAYETTEVILLE TRANSFER STATION
IMPROVEMENTS – BALER SUMP AND COMPOST PAD
REPAIRS

CONTRACTOR: _____

DATE OF ISSUANCE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ENGINEER _____ BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONTRACTOR _____ BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER'S REPRESENTATIVE _____ BY _____ DATE _____

Bid 25-53, Construction -
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CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Contract Number: 25-53, Construction

Contract Title: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (Contractor)
contractor for the City on Contract No. _____ and Contract Name/Title: Fayetteville Transfer Station
Improvements
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Contract
have been paid and all claims of whatever nature have been satisfied, as required by the Contract.
3. Contractor certifies that each Subcontractor has received full payment for its respective work in connection with
the Contract.
4. This affidavit is made in behalf of the Contractor for the purpose of securing from the City of Fayetteville,
Arkansas, the certification of completion of the Contract and receiving payment therefore.

CONTRACTOR _____

By _____
(Signature)

Title _____

On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

the _____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above
written.

My commission expires:

Notary Public

Appendix B
Bid 25-53, Construction -
Transfer Station Improvements
City Issued Bid

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SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Contract Number: 25-53, Construction

Contract Title: Fayetteville Transfer Station Improvements
Baler Sump and Compost Pad Repairs

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful age, being first duly sworn,
(Name)
states under oath as follows:

1. I am the _____ of _____ hereinafter "Subcontractor"
(Title) (Contractor)
to _____, general contractor on Fayetteville Transfer Station Improvements, Bid 25-53
(Name of Contractor) (Contract Title and Number)
2. All payrolls, material bills, use of equipment and other indebtedness connected with the work for this project have been paid and all claims of whatever nature have been satisfied.
3. A total of \$ _____ has been received as full compensation for: _____
performed in connection with the contract. (area / scope of work)
4. This affidavit is made on behalf of the Contractor for the purpose of securing from Fayetteville, Arkansas, the certification of completion of the project and receiving payment therefore.

SUBCONTRACTOR _____

By _____
(Signature)

Title _____

On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of the
_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public

Appendix B
Bid 25-53, Construction -
Transfer Station Improvements
City Issued Bid

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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 GENERAL CONDITIONS

C. Related Work Specified Elsewhere:

1. For Schedules: SECTION 01321.

1.02 PROJECT MEETINGS:

A. Preconstruction Conference:

1. Engineer will conduct a meeting within 60 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. Engineer and Resident Project Representative if any.
 - c. Representative(s) of Owner.
 - d. At 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.

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS (continued)

- (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 and first-aid.
- l. Security.
- m. Requirements for start-up of equipment.
- n. Inspection and acceptance of equipment put into service during construction period.
- o. Distribution of Contract Documents
- 4. Location of Meeting: At or near the Project Site.
- 5. Reporting:
 - a. Within 7 working days after the meeting, 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 Engineer, Resident Project Representative, and Contractor shall be present at each meeting. With

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS (continued)

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, Engineer shall prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall distribute copies to principal Subcontractors and Suppliers.

PART 2 – PRODUCTS - Not Applicable

PART 3 – EXECUTION - Not Applicable

END OF SECTION 01320

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS (continued)

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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 4 of these Specifications.
 - 2. Section 01290 – Payment Procedures.
 - 3. Section 01320 – Project Meetings, Schedules, and Reports.

1.02 FORMAT

- A. Prepare Schedules as either a Gantt chart with separate bar for each major portion of Work or operation, identifying first work day of each week, or a Critical Path Method (CPM) progress schedule.
- 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.

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 that involve either existing and/or potentially relocated utilities. This schedule shall have the least negative impact on the adjacent property owners and provide an orderly sequence that will produce the least disruptive action for utilities and their customers.
- 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.

SECTION 01321 – SCHEDULE (continued)

1.04 **SUBMITTALS**

- A. Submit a finalized construction progress schedule within fifteen (15) days after date of Notice of Award or at least seven (7) days 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 in the number of opaque reproductions that Engineer requires, plus two copies, which will be retained by Engineer.

1.05 **REVISIONS TO SCHEDULES**

- A. Indicate progress of each 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. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

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.

PART 2 – PRODUCTS - Not Applicable

PART 3 – EXECUTION - Not Applicable

END OF SECTION 01321

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.

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATIONS:

A. Specification Format: The Specifications are organized into two (2) major divisions of CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS.

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 Engineer for a decision as specified in GENERAL CONDITIONS.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

- 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. Trades: Except as otherwise specified or indicated, the use of titles such as “carpentry” in Specification text, implies neither that the Work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as “carpenter”), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.
- 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 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.
 - 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.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

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 Engineer for a decision before proceeding.
5. 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.

PART 2 – PRODUCTS - Not Applicable

PART 3 – EXECUTION - Not Applicable

END OF SECTION 01420

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

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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 ARKANSAS ONE CALL:

- A. The Contractor will be responsible for contacting Arkansas One Call in order to determine the location of all utilities in all work areas relating to any excavation performed by the contractor. The City of Fayetteville shall be responsible for contacting Arkansas One Call in order to determine the location of all utilities in all work areas relating to any Excavation performed by the City of Fayetteville crews.

3.02 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 Engineer immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

3. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, floors, pits, trenches, manholes, and ducts free of water.
- 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. 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.
 - a. Water
 - b. Pipeline companies
 - c. Telephone
 - d. Electric
 - e. Fire
 - f. Police
 3. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.
 4. Where fences are to be breached on private property, the owners thereof shall be contacted and arrangements made to ensure proper protection of any livestock or other property thus exposed.
 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.
 7. The Contractor shall take precautions and use care to avoid damaging, disturbing, or disrupting existing private facilities on private or public property, i.e., fences, sprinkler facilities, shrubs, landscaping, etc. The Contractor shall restore, to the City of Fayetteville's satisfaction, any property damaged by the Contractor, at the Contractor's expense.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

3.03 SIGNAGE AND 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.
2. Materials 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.
6. The Contractor is responsible for all signing and barricading and will comply with those portions of the "Arkansas Manual on Uniform Traffic Control Devices for Streets and Highways" which pertain to construction.

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.
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, and to a height to adequately protect plants.
3. Consult with Engineer and remove agreed-on roots and branches which will interfere with construction. Employ qualified tree surgeon to remove and to treat cuts.
4. Protect root zones of trees and plants as follows:
 - a. Do not allow vehicular traffic or parking.
 - b. Do not store materials or products.
 - c. Prevent dumping of refuse or chemically injurious materials or liquids.
 - d. Prevent puddling or continuous running water.
5. Carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

6. Remove and replace, or suitably repair, trees and plants which are damaged or destroyed due to construction operations, and which were designated to remain.

3.04 ENVIRONMENTAL CONTROLS:

- A. Noise Control: City of Fayetteville Ordinances and OSHA requirements shall be adhered to for this contract.
- 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. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
 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, 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, tunnels, 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. Provide temporary drainage where the roofing or similar waterproof deck construction is completed prior to the connection and operation of the permanent drainage piping system.
 7. Comply with all other requirements indicated or specified.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

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.
 - d. Immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from walls, floors, 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.

3.05 **ACCESS ROADS AND PARKING AREAS:**

A. New Temporary On-Site Roads and Parking Areas:

1. Locate roads, drives, walks, and parking facilities to provide access to construction offices, mobilization, Work, storage areas, and other areas required for execution of the Contract.
 - a. Consult with Engineer regarding any desired deviation therefrom.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

- b. Size of parking facilities shall be adequate to provide for needs of Contractor's personnel, Resident Project Representatives, and visits to Site by Engineer and Owner.
2. Provide access for emergency vehicles. Maintain driveways a minimum of 15 feet wide between and around combustible materials in storage and mobilization areas.
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 areas as necessary to provide suitable support for vehicular traffic under anticipated loadings. Materials and construction shall be as indicated or specified.
 - c. Provide for surface drainage of facilities and surrounding areas.
 - 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.

3.06 **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 traffic and the passage of pedestrians will be the minimum possible.
2. The CONTRACTOR shall arrange crews in a way to have continuous work from the time a particular project has begun until it is complete. The Contractor shall schedule crews in a way to have continuous work from the

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

time a work order has been initiated until it is complete. The Contractor shall not demobilize until all work from the work order is complete.

3. It shall be the responsibility of the CONTRACTOR to inform the City of Fayetteville regarding dates and locations of work activities that may impact the flow of traffic.
4. The Contractor shall be responsible for making provisions for the safe and free passage of persons and vehicles by, over, or around the work until the project is completed. Such provisions shall be satisfactory with the Owner and State, County and local authority having jurisdiction in the area of work.
5. Provide, operate, and maintain equipment, services, and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at Site entrances, on-Site access roads, and parking areas. This includes traffic signals and signs, flagmen, flares, lights, barricades, and other devices or personnel as necessary to adequately protect the public.
6. Remove temporary equipment and facilities when no longer required. Restore grounds to original, better, or specified condition when no longer required.
7. When required by the State, County or local authority that traffic be maintained over any construction work in a public or private highway, street, road, or other vehicle traffic path, and such traffic cannot be maintained on the alignment of the original roadbed or pavement, the Contractor shall, at his own expense, provide and/or construct and maintain a detour around the work. Such detours shall be satisfactory to the Owner and to State, County, or local authority. The Contractor shall provide and maintain all barricades, signs, torches, lights and markers around the work as may be required by the various agencies having jurisdiction in the work area. The Contractor shall also provide qualified flagmen to direct traffic while working upon a highway, street or road over which traffic must pass.
8. Excavated areas within the traffic lanes of highways, streets or roads and pedestrian walkways shall be backfilled as soon as possible and the area opened to traffic.
9. Bridge over open trenches where necessary to maintain traffic.
10. Consult with governing authorities to establish public thoroughfares which will be used as haul routes and Site access. All operations shall meet the approval of owners or agencies having jurisdiction.
11. 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.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

12. 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. Repair roads, walkways, and other traffic areas damaged by operations. Keep traffic areas as free as possible of excavated materials and maintain in a manner to eliminate dust, mud, and hazardous conditions.
 2. All operations and repairs shall meet the approval of owners or agencies having jurisdiction.

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. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 15 days of the date established for commencement of the Work.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

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: 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.
- 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. 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 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

pressure of the water distribution system. 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.
- 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: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- G. Heating Units: 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. 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. Prior to availability of temporary utilities at the site, provide trucked-in services as required for start-up of construction operations.
- 3. 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

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

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. The types of temporary construction utilities and facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of Work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads.
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.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

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. Owner's existing system shall not be used for temporary electricity.
- 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. New Service:
 1. Arrange with utility service company to provide water for construction purposes.
 2. Connect service to water main in a manner directed by utility company officials. Provide with meter and shut off valve near connection to the water main.
 3. Size water service to provide adequate volume for all anticipated construction uses, and to maintain minimum required pressure.
 4. Install piping with outlets located so that water is available throughout the construction area.
 5. Prevent freezing of water distribution system. Maintain hose connections and outlet valves in leakproof condition.
 6. Sterilize temporary water piping prior to use.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

B. Use of Existing System:

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.

C. 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.

D. Costs of Installation and Operation:

1. Pay all costs for installation, maintenance, and removal.
2. Pay all costs for water used.

3.04 **TEMPORARY SANITARY FACILITIES:**

A. Contractor-Furnished Facilities:

1. 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

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

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.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

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 development of a fire prevention and protection program for all Work under this Contract.
2. The program shall comply with the applicable provisions for safety and protection as set forth in the GENERAL CONDITIONS and with applicable parts of the NFPA 10 and 241.
3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near such usable stairwell.
4. Store combustible materials in containers in fire-safe locations.
5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
6. Provide supervision of welding operations and similar sources of fire ignition.
7. Post warning and instructions at each extinguisher location, and instruct construction personnel on proper use of extinguishers and other available facilities at Project Site. Post local fire department telephone number on or near each telephone instrument at Project Site.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

B. Permanent Fire Protection:

1. Complete each fire protection facility at earliest reasonable date, place into operation, and make ready for emergency use.
2. Instruct personnel at Site on availability and proper use.

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.
 1. Remove foundations and underground installations for construction aids.
 2. Grade the areas of the Site affected by temporary installations to required elevations and clean the area.

END OF SECTION 01560

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

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SECTION 02003 – TRENCH SAFETY/PROTECTIVE SYSTEMS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P, Excavations, Standard 1926.650, of the Code of Federal Regulations and as follows.
- B. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications.
- C. If the Contractor is working for any Arkansas public body (state agency, county, municipality, school district, or other local tax unit or improvement district), and has entered into a contract under the provisions of Arkansas Code Title 22, Public Property §§ 22-9-202-204, then the engineer and the contractor shall comply with Arkansas Code Title 22, Public Property § 22-9-212 Public improvements generally - Trench or excavation safety systems.

The requirements include, but are not necessarily limited to:

22-9-212. Public improvements generally -- Trench or excavation safety systems.

- a. Whenever any agency of this state or of any county, municipality, or school district, or other local taxing unit or improvement district, enters into a contract covered by the provisions of 22-9-202 -- 22-9-204 for the making of repairs or alterations or the erection of buildings or for the making of any other improvements, or for the construction or improvement of highways, roads, streets, sidewalks, curbs, gutters, drainage or sewer projects, or for any other construction project in which the public work or public improvement construction project involves any trench or excavation which equals or exceeds five feet (5') in depth, the agency, county, municipality, school district, local taxing unit, or improvement district shall require:

- (1) That the current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, be specifically incorporated into the specifications for the project; and
- (2) That the contract bid form include a separate pay item for trench or excavation safety systems to be included in the base bid.

- b. In the event a contractor fails to complete a separate pay item in accordance with the applicable provisions of subsection (a) of this section, the agency, county, municipality, school district, local taxing unit, or improvement district shall declare that the bid fails to comply fully with the provisions of the specifications and bid documents and will be considered invalid as a nonresponsive bid. The

SECTION 02003 – TRENCH SAFETY/PROTECTIVE SYSTEMS (continued)

owners of the above-stated project shall notify the Safety Division of the Department of Labor of the award of a contract covered by this section.

The contractor is responsible for compliance with the latest version of this Code (Arkansas Code Title 22. Public Property § 22-9-212 Public improvements generally - Trench or excavation safety systems).

- D. Protective Systems - The Contractor shall design or provide an engineered design, and shall install, and maintain Protective Systems in strict compliance with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1926 – Construction, of the Code of Federal Regulations and all other applicable Federal, State, and local requirements.

1.02 **29 CFR 1926, SUBPART P, INCORPORATED**

- A. The current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, is incorporated by reference into these Standard specifications.

- B. Additional information may be found at:

United states Department of Labor, Occupational Safety and Health Administration, Regulations (Standards – 29 CFR) Construction Standard Number 1926 – Safety and Health Regulations for Construction.

https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARD&p_toc_level=1&p_keyvalue=1926

Trenching and Excavation Safety OSHA 2226-10R 2015 Booklet at:

<https://www.osha.gov/Publications/osha2226.pdf>

1.03 **MEASUREMENT AND PAYMENT**

- A. Measurement and Payment for the work included in this section will be in accordance with the prices set forth in the Unit Price Bid Schedule for the quantity of work performed and accepted and as specified elsewhere within the Contract Documents.

END OF SECTION 02003

SECTION 02004 – CONFINED SPACES

PART 1 - GENERAL

1.01 GENERAL

- A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1910 Occupational Safety and Health Standards including Subpart J, General Environmental Controls Excavations, Standard 1910, including but not limited to 29 CFR 1910.146, Permit-required Confined Spaces of the Code of Federal Regulations and as follows.
- B. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications. The Contractor is responsible to notify OSHA of the commencement of all construction.
- C. The Contractor is responsible to notify the Trash and Recycling Director, and the Engineer, when personnel are to work in, or near, a Permit-Required Confined Space and contractor shall coordinate such work with the Trash and Recycling Director, and the Engineer.
- D. Contractor shall inform the Trash and Recycling Director, and the Engineer, of type of Permit-Required Confined Space documentation, permit and program used by the contractor.
- E. Contractor shall inform the Trash and Recycling Director, and the Engineer, of any hazards confronted or created in a Permit-Required Confined Space.
- F. The Contractor is responsible to notify the Trash and Recycling Director, and the Engineer, when personnel are to work in, or near, a Non-Permit-Required Confined Space and contractor shall coordinate such work with the Trash and Recycling Director, and the Engineer.
- G. Contractor shall inform the Trash and Recycling Director, and the Engineer, of type of Non-Permit-Required Confined Space documentation and program used by the contractor.
- H. Contractor shall inform the Trash and Recycling Director, and the Engineer, of any hazards confronted or created in a Non-Permit-Required Confined Space.

END OF SECTION 02004

SECTION 02004 – CONFINED SPACES (continued)

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SECTION 02005 – PUBLIC EMPLOYEES RIGHT TO KNOW ACT

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1910 Occupational Safety and Health Standards including Subpart H, Hazardous Materials, Standard 1910.120, of the Code of Federal Regulations and as follows.
- B. Comply with State of Arkansas Act 556 of 1991, Arkansas Code Ann. Sec 8-7-1101 et. Seq.: Public Employees Chemical Right to Know Act, and as follows.
- C. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications.
- D. The Contractor shall provide to the Trash and Recycling Director, and the Engineer, a list of all hazardous chemicals and a copy of the appropriate Safety Data Sheets (SDS) (previously aka Material Safety Data Sheets) brought onto the property. This information is required prior to any work being started.
- E. The City will provide to the contractor a list of hazardous chemicals at any City facility where work is being performed. The locations and SDS information will be provided prior to any work starting. The contractor is responsible for disseminating this information to its employees.

END OF SECTION 02005

SECTION 02005 – PUBLIC EMPLOYEES RIGHT TO KNOW ACT (continued)

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SECTION 01010 - SPECIAL CONDITIONS

PART 1 GENERAL

1.01 BUILDING PERMITS

- A. The City of Fayetteville requires all buildings constructed for their use to be permitted and inspected by the City of Fayetteville Building Safety Division and constructed in accordance with current City of Fayetteville Building Codes. As stated in Section 00700, General Conditions, all fees except for state mandated craft fees for City of Fayetteville issued permits will be waived.

1.02 WORKING HOURS

- A. Working hours shall be 6:00 a.m. to 6:00 p.m. Monday through Friday excluding official City Holidays. Work beyond these hours or on weekends shall require prior approval of the Engineer and Owner.

1.03 CONSTRUCTION PERIOD

- A. Demolition and Construction Activities

- 1. All construction activities associated with the baler sump shall be limited to a consecutive fourteen (14) day calendar period. The Contractor shall be subject to Liquidated Damages in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each day the baler sump remains incomplete and the Recycling Processing Facility cannot be restored to its full operational capacity following the consecutive fourteen (14) day calendar period.

END OF SECTION 01010

SECTION 01010 - SPECIAL CONDITIONS (continued)

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SECTION 01111 - SITE CONDITIONS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. In general, follow the guidelines below when dealing with existing conditions on or adjacent to the site. These guidelines are not intended to restrict or replace professional judgment by the Contractor.

1.02 RELATED SECTIONS

- A. Section 00800 – Supplementary Conditions
- B. Section 01110 – Summary of Work

1.03 SITE CONDITIONS

A. Site Information

- 1. The Contractor is advised that the Fayetteville Transfer Station and Materials Processing Facility is an active facility and that the Materials Processing Facility will be operational during the construction period. Contractor shall ensure that access to the Materials Processing Facility is not interrupted at any time.
- 2. Confine all activities to public rights-of-way or to the Owner's property unless specific authorization is granted to use other properties.

B. Subsurface Information

- 1. Available subsurface information is defined in Section 00800 under Paragraph SC-1.28, *Subsurface Data*. If available, the Contractor may obtain copies of geotechnical and/or environmental reports from the Engineer.
- 2. The information contained in the reports identified above is based on surface observations only at specific locations at the site or is based on subsurface conditions only at specific boring locations, and only at the time that the observations and borings were conducted. The Contractor should not infer that this technical data is indicative of the entire site. Further, the Bidder is required to conduct additional site investigations as necessary to satisfy any additional questions prior to Bidding.
- 3. The reliability of the reports identified above is defined in Section 00800 under Paragraph SC-1.28, *Subsurface Data*. The Contractor is not entitled to rely upon any other information or data known to or identified by Owner and Engineer.

C. Site Investigation and Representation

- 1. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river/stream stages, or similar physical

SECTION 01111 - SITE CONDITIONS (continued)

conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract.

2. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating any information on subsurface and physical conditions provided by the Owner. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor based on the information made available by the Owner or the Engineer.
3. The Contractor shall be responsible for the notification of utility location services, including Arkansas 811 and other utilities location services not specifically listed, sufficiently in advance of excavation activities to allow for the field location of any underground utilities and structures. The Arkansas 811 telephone number is 1-800-482-8998. A minimum of 48 hours prior notification is required.

D. Responsibility for Utility Properties and Service

1. The Drawings show known utilities and structures adjacent to or to be encountered in the Work. The locations shown are taken from existing records and the best information available from existing plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. This information is shown only for the Contractor's convenience, and neither the Owner nor the Engineer assumes any responsibility as to its accuracy or completeness. The Contractor shall make every effort to locate all underground utilities and structures by prospecting in advance of excavation activities.
2. Neither the Owner nor his officers or agents shall be responsible for damages as a result of the Contractor's failure to protect utilities encountered in the Work.
3. Provide unobstructed access to fire hydrants, underground conduit, manholes, and water or gas valve boxes.
4. Where the Contractor's operations are adjacent to existing utilities and services; and when operations could cause damage that would result in considerable loss, expense and inconvenience; then the Contractor shall not commence the Work until making necessary arrangements for their protection. These utilities and service shall include but not be limited to railway, fiber optic, telephone, television, power, oil, gas, water, sanitary sewer, storm drain, irrigation or other systems.
5. Notify all utility offices that are affected by the construction operation at least fifteen (15) days in advance of commencing construction operations. Do not expose any utility without first obtaining permission from the affected agency. Once permission has been granted, locate and if necessary, expose and provide temporary support for all existing underground utilities in advance of operations.

SECTION 01111 - SITE CONDITIONS (continued)

6. The Contractor shall be solely and directly responsible to the owners and operators of such utility properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage that may result from the construction operations under this Contract.
 7. In the event of interruption to domestic water, sanitary sewer, storm drain, or other utility services because of accidental breakage due to construction operations, the Contractor shall promptly notify the proper authority, cooperate with said authority in restoration of service as promptly as possible, and bear all costs of repair. In no event shall interruption of any public or franchised utility service be allowed unless the owner of the utility grants prior approval.
 8. Replace at Contractor's expenses any existing utilities or structures removed or damaged during construction, unless the Contract Documents indicate otherwise.
 9. Where existing utility lines or structures are so located as to physically conflict with permanent structures to be constructed under this Contract, the conflicting utility line or structure shall be permanently relocated. Such relocations shall be considered as required by this Contract.
 10. Give immediate notice to the Engineer, the Owner, and the owner of the utility (where applicable) when a physical conflict or interference is determined to exist; and then obtain approval to relocate such utility or to discontinue service therein from the Engineer and the owner of the utility. The owner of the utility shall have the right to do all work required to discontinue, relocate, and replace interfering utilities and charge the Contractor for all costs thereof. When approved by the Engineer and the owner of the utility, all work required to discontinue, relocate, and replace interfering utilities may be done by the Contractor. All such discontinuance, relocation, and replacement shall be accomplished in accordance with all requirements of the owner of the utility.
 11. When notified by the Contractor that an interference or conflict has been determined to exist, the Engineer will determine whether such interference shall be considered as required by construction or as incidental to construction.
 12. Where existing utility lines or structures are so located as to interfere with the Contractor's prosecution of the Work, but do not physically conflict with permanent structures to be constructed under this Contract; then any modification, alteration, or relocation of interfering utility, either permanent or temporary, shall be accomplished at the expense of the Contractor.
- E. Interfering Structures
1. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid known possible difficulties.

SECTION 01111 - SITE CONDITIONS (continued)

2. Protect existing structures from damage, whether or not they lie within the right-of-way or the limits of the easements obtained by the Owner. Where existing structures must be removed to conduct the Work properly, or are damaged during the Work, they shall be restored at the Contractor's own expense to at least their original condition and to the satisfaction of the Engineer.
3. The Contractor may, with the approval of the Engineer and without additional compensation, remove and replace in a condition as good as or better than original, any small interfering structures such as fences and signposts that interfere with the Contractor's operations.

F. Field Relocation

1. During the progress of the Work, minor relocations of the Work may be necessary that do not require changes in the Contract time or price. Make such relocations only at the direction of the Engineer (by Field Order). If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the Work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor fails to notify the Engineer when an existing structure is encountered and proceeds with the Work despite this interference, the Contractor shall be responsible for any damage that may occur.

G. Land Monuments

1. Preserve or replace any existing federal, state, county, city, or private land monuments encountered. A land surveyor, licensed in the state where the project is located, shall replace damaged or missing monuments at the Contractor's expense.

1.04 PAYMENT PROCEDURES

- A. The Work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit price bid items in the Bid Form.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION 01111

SECTION 01300 - SUBMITTALS

7PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies the general methods and requirements of submissions applicable to Shop Drawings, Materials and Product Data, Test Results, Samples, Permits, Construction Photos, and Construction or Submittal Schedules. Additional general submission requirements are contained the General Conditions. Detailed submittal requirements are specified in the technical sections.
- B. Clearly identify all submittals by reference to Section Number, Paragraph, Drawing Number or Detail as applicable. Submittals shall be clear and legible and of sufficient size for presentation of data.

1.02 SCHEDULING

- A. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified for the associated work of other related Sections. The Work shall not be delayed by processing times and issues involving the following: disapproval and resubmittal (if required); coordination with other submittals; or for testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

PART 2 PRODUCTS

2.01 SHOP DRAWINGS, MATERIALS AND PRODUCT DATA, SAMPLES

- A. Shop Drawings
 - 1. Shop drawings as specified in individual Sections include custom-prepared data such as fabrication and erection or installation drawings, scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection reports, and test reports including performance curves and certifications.
 - 2. All shop drawings submitted by subcontractors shall be sent directly to the Contractor for checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
 - 3. Check all subcontractor's shop drawings regarding measurements, size of members, materials and details to make sure that they conform to the intent of the Drawings and related Sections. Return shop drawings found to be inaccurate or otherwise in error to the subcontractors for correction before submission to the Engineer.

SECTION 01300 – SUBMITTALS (continued)

4. All details on shop drawings shall show clearly the relation of the various parts to the main members and lines of the structure; and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted.

B. Materials and Product Data

1. Submit material data in accordance with the individual specification sections. When required, furnish test data to indicate material and installation compliance with the appropriate specification or standard. Materials requiring certification include, but are not limited to the following: select material, topsoil, sand, rock, crushed stone, concrete, grout, slurry, metals, etc. Compliance or certification statements may include manufacturer's printed statements of compliances and applicability; production or quality control inspection/test reports; certifications; mill reports; and long and short-term storage instructions.
2. Submit product data in accordance with the individual specification sections. Product data shall include, but not be limited to the following: standard prepared manufacturer's product data (sometimes referred to as catalog data or cut sheets); manufacturer's product specification and installation instructions; availability of colors, patterns and materials; manufacturer's printed statements of compliances and applicability; roughing-in diagrams and templates; product photographs; standard wiring diagrams; printed performance curves and operational-range diagrams; production or quality control inspection and test reports and certifications; mill reports; product operating and maintenance instructions; long and short term storage instructions; recommended spare parts listings; and printed product warranty documentation.
3. In addition to the list of recommended spare parts, submit a separate list of spare parts that will be provided by the manufacturer with the equipment, as required by the individual equipment specifications. During the startup of the equipment, the manufacturer's representative, in coordination with the Contractor, shall verify that all required spare parts have been delivered to the project site and are in satisfactory condition for use by the Owner. At Final Completion, compile two (2) copies of each required (delivered) spare parts list and deliver such to the Owner. Organize the spare parts lists into an orderly sequence based on the table of contents of the Project Manual and include the number of parts delivered and the part number of each.

2.02 PERMITS

A. Construction and Environmental Permits

1. Submit permits in accordance with the contract documents or in individual technical specification sections. When required, furnish copies of permits from governmental agencies for the following: demolition permits, street closure and crossing permits, highway and railroad permits, environmental permits, building permits, grading permits, blasting permits, and safety permits.

SECTION 01300 – SUBMITTALS (continued)

2.03 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

- A. If specifically required in other related Sections, submit a State of Arkansas P.E. Certification for each item required, in the form attached to this Section, completely filled in and stamped.

PART 3 EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data and samples, including those by subcontractors, prior to submission to determine and verify the following:
 - 1. Conformance of materials and equipment with related Sections
 - 2. Equipment (or field) measurements
 - 3. Equipment (or field) construction criteria
 - 4. Catalog numbers and similar data

3.02 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work or in the work of any other subcontractor.
- B. Each submittal, appropriately coded, will be returned within 20 business days following receipt of submittal by the Engineer.
- C. Number of submittals required:
 - 1. Electronic Copies: Provide one (1) electronic copy (scanned PDF file) of each shop drawing, structural drawing, and material and product data sheets to the Engineer. Include Contractor's submittal cover sheet and certification statement in electronic copy.
 - 2. Samples: Submit the number stated in the respective Sections.
- D. Submittals shall contain:
 - 1. The dates of receipt by the Contractor and submission to the Engineer, and the dates of any previous submissions,
 - 2. The Project title and number,
 - 3. Contractor identification,
 - 4. The names of the Contractor, Supplier and Manufacturer,
 - 5. Identification of the product, with the section number, page and paragraph(s),
 - 6. Equipment (or field) dimensions, clearly identified as such,
 - 7. Relation to adjacent or critical features of the work or materials,
 - 8. Applicable standards, such as ASTM or Federal Standards numbers,
 - 9. Identification of deviations from Contract Documents,
 - 10. Identification of revisions on resubmittals,
 - 11. A 4-inch by 8-inch (4" x 8") blank space for Contractor and Engineer stamps,

SECTION 01300 – SUBMITTALS (continued)

12. Where calculations are required to be submitted by the Contractor, the calculations shall have been checked by a qualified individual other than the preparer. The submitted calculations shall clearly show the names of the preparer and of the checker.
- E. Affix the following Certification Statement to each submittal, along with the Contractor's Company name and signature of the Contractor:
 1. "Certification Statement: By this submittal, I hereby represent that I have determined and verified all equipment (or field) measurements, equipment (or field) construction criteria, materials, dimensions, catalog numbers and similar data, and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."
- F. Shop drawings and product data sheets 11 by 17-inch (11"x 17") and smaller shall be bound together in an orderly fashion by specification section and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package. Provide to the Resident Project Representative a copy of each transmittal sheet for shop drawings, product data and samples at the time of submittal to the Engineer.
- G. Utilize a 10-character submittal identification numbering system in the following manner:
 1. The first character shall be a D, S, P or M: which represents Shop/Working Drawing and other Product Data (D), Sample (S), Preliminary Submittal (P) or Operating/ Maintenance Manual (M).
 2. The next five (5) digits shall be the applicable specification Section Number.
 3. The next three (3) digits shall be the numbers 001 to 999, which shall sequentially number each initial separate item or drawing submitted under each specific Section Number.
 4. The last character shall be a letter, A to Z, indicating the submission, or resubmission of the same Drawing, i.e., A = 1st submission, B = 2nd submission, C = 3rd submission, etc. A typical submittal number would be as follows:
D-03300-008-B
D = Shop Drawing
03300 = Specification Section for Concrete
008 = The eighth initial submittal under this section
B = The second submission (first resubmission) of that particular shop drawing
- H. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- I. The review and approval of shop drawings, samples or product data by the Engineer shall not relieve the Contractor from the responsibility of fulfilling the terms of the Contract. All risks of error and omission are assumed by the Contractor, and the Engineer will have no responsibility therefor.

SECTION 01300 – SUBMITTALS (continued)

- J. No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated prior to the approval or qualified approval of such item. Fabrication performed or materials purchased that do not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- K. Project work, materials, and fabrication shall conform to approved shop drawings, applicable samples, and product data.

3.03 REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

- A. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed:
 - 1. As permitting any departure from the Contract requirements
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein
- B. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- C. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements, which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or Contract Time, the Engineer may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the Contractor under one of the following codes.
 - Code 1 – “NO EXCEPTIONS NOTED” is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment or material for procurement.
 - Code 2 – “COMMENTS NOTED” is assigned when a confirmation of the notations and comments is not required by the Contractor. The Contractor may release the equipment or material for procurement; however, all notations and comments must be incorporated into the final product.
 - Code 3 – “COMMENTS NOTED/CONFIRM” is assigned when a confirmation of the notations and comments is required by the Contractor. The Contractor may release, at his own risk, the equipment or material for procurement; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted.

SECTION 01300 – SUBMITTALS (continued)

Confirmation shall be received by the Engineer within ten (10) calendar days of the date of the Engineer's transmittal requiring the confirmation.

- Code 4 – “COMMENTS NOTED/RESUBMIT” is assigned when Engineer's review notations and comments are extensive enough to require a resubmittal of the package. This resubmittal shall specifically address all comments, omissions and non-conforming items that were noted. Resubmittal shall be received by the Engineer within fifteen (15) calendar days of the date of the Engineer's transmittal requiring the resubmittal.
- Code 5 – “REJECTED/RESUBMIT” is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents. At the Engineer's request, resubmit large packages in two (2) or more, small submittal packages.
- Code 6 – “RECEIPT ACKNOWLEDGED” is assigned to acknowledge the receipt of a submittal that is not subject to the Engineer's review and approval; and is being filed for informational purposes only. This code is generally used in acknowledging receipt of means and methods of construction work plan, field conformance test reports, and Health and Safety plans.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals, identify all revisions made to the submittals, either in writing on the letter of transmittal, or on the shop drawings by use of revision triangles or other similar methods. The resubmittal shall clearly respond to each comment made by the Engineer on the previous submission. Additionally, direct specific attention to any revisions made other than the corrections requested by the Engineer on previous submissions.
- F. The Engineer may elect not to review partial submittals, and will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor and will be considered “Not Approved” until resubmitted. The Engineer may at his option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
- G. Repetitive Review
1. Shop drawings and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, based on the Engineer's then prevailing rates. The Contractor shall reimburse the Owner for all such fees invoiced to the Owner by the Engineer. Submittals are required until approved.
 2. Any need for more than one (1) resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.
- H. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least seven (7) working days prior to release for manufacture.

SECTION 01300 – SUBMITTALS (continued)

- I. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the manufacture of products in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

3.04 **DISTRIBUTION**

- A. Distribute reproductions of approved shop drawings and copies of approved product data and samples, where required, to the job site file and elsewhere as directed by the Engineer.

END OF SECTION 01300

SECTION 01300 – SUBMITTALS (continued)

PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

The undersigned hereby certifies that he/she is a professional engineer registered in the State of Arkansas and that he/she has been employed by

(Name of Contractor)

to design _____
(Insert P.E. Responsibilities)

in accordance with Specification Section _____
for the Fayetteville Transfer Station Improvements – Baler Sump and Compost Pad Repairs, Bid No. 25-53.

The undersigned further certifies that he/she has performed the design of the item(s) listed above in conformance with all applicable local, State and Federal codes, rules, and regulations, and that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the Owner or Owner's representative within seven (7) days following written request therefor by the Owner.

CERTIFIED BY ENGINEER:

ACKNOWLEDGED BY CONTRACTOR:

Signature

Date

Signature

Date

Professional Engineer's Name

Project Manager's Name

Name of Company

Name of Contractor

Address

Address

SECTION 02070 SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals; and demolish selective portions of work shown on the Drawings and as specified herein.
- B. The work shall include selective demolition of portions of existing buildings, foundations, slabs, and other items encountered during construction activities.
- C. Except as noted, dispose of all demolished materials and other debris off-site.
- D. Coordinate demolition activities with the ongoing operations of the Transfer Station and Materials Processing Facility. Exercise due concern for the existing facilities and equipment to remain in operation during construction and direct all construction and demolition activities toward maintaining continuous operation and minimizing disruptions.

1.02 RELATED SECTIONS

- A. Section 01110 – Summary of Work
- B. Section 01300 – Submittals

1.03 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated on the Drawings.
- D. Remove and Replace: Remove and legally dispose of items and replace with new items as indicated.
- E. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition, and then cleaned and reinstalled in their original locations.

1.04 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials become the Contractor's property. Remove

SECTION 02070 SELECTIVE DEMOLITION (continued)

demolished materials from the site with further disposition at the Contractor's option, subject to any restrictions indicated herein or in other sections of these Specifications.

- B. At least 48 hours prior to commencing demolition or removal, notify the Engineer in writing of the proposed schedule. The Owner shall inspect any affected existing equipment and identify those items that are to remain the property of the Owner. No removals shall start without authorization from the Engineer.
- C. Any such material damaged due to improper handling will not be accepted and the replacement value of the material deducted from the payment to the Contractor.

1.05 SUBMITTALS

- A. See Section 01300, Submittals for submittal procedures.
- B. Submit a schedule of selective demolition activities indicating the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity,
 - 2. Sequence of selective demolition shall identify the Contractor's means and methods for demolition of the existing Transfer Station concrete wearing surface and shall clearly describe how the existing concrete subfloor will be protected from damage during demolition activities.
 - 3. Contractor shall demonstrate their proposed demolition means and methods on an area of the existing concrete subfloor selected by the Owner. The purpose of the demonstration shall be to confirm the Contractor's proposed demolition means and methods do not result in damage to the existing concrete subfloor.
 - 4. Coordination of Owner's continuing occupancy of portions of existing site and of Owner's partial occupancy of completed Work.
- C. Submit an inventory of items to be removed and salvaged.
- D. Coordinate with the Owner to prepare an inventory of items to be removed by Owner.
- E. Submit photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.
- F. Provide Record Drawings at Project closeout in accordance with Section 01781, Project Record Documents. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
- G. Provide copies of disposal records indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

SECTION 02070 SELECTIVE DEMOLITION (continued)

1.06 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.07 PROJECT CONDITIONS

- A. Provide not less than a 48-hour notice to the Owner prior to the commencement of demolition or removal work and notify the Engineer in writing of the proposed demolition schedule. Owner shall inspect the existing equipment and identify those items that are to remain on the Owner's property. No removals shall be started without the permission of the Engineer.
- B. Owner will occupy or continue to utilize portions of the site immediately adjacent to selective demolition areas. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than a 48-hour notice to Owner of activities that will affect Owner's operations.
- C. The Owner and Engineer assume no responsibility for actual condition of buildings, structures or equipment to be selectively demolished. The Owner will maintain building and site conditions existing at the time of bidding insofar as practical. However, variations within a structure or at the site may occur prior to the start of demolition work.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. The Contractor shall be required to file a Notice of Intent (NOI) to remove asbestos containing materials, prepare an abatement plan in accordance with state and federal regulations, and accomplish the removal of asbestos containing material accordingly. Asbestos abatement shall conform to the following:
 - 1. Arkansas Pollution Control & Ecology Commission, Regulation 21 - Arkansas Asbestos Abatement Regulation.
 - 2. U.S. Department of Labor, Occupational Safety and Health Administration, 29 CFR 1926.1101, Asbestos.

1.08 WARRANTY

- A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces that are cut or damaged during selective demolition by methods and with materials so as not to void existing warranties.

SECTION 02070 SELECTIVE DEMOLITION (continued)

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and the condition of items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements are encountered that conflict with the intended function or design, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Engineer.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 PREPARATION

- A. Drain, purge, or otherwise remove, collect, and properly dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by the governing authority or regulations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

SECTION 02070 SELECTIVE DEMOLITION (continued)

- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
 - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
- E. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.03 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
- C. Provide not less than 48-hour notice to Owner if shutdown of service is required during changeover. Cooperate with the Owner to shut off utilities serving structures of the existing facilities as required by the demolition operations.
- D. Be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under the jurisdiction of the utility companies.
- E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirements of the franchised utility companies or the municipality owning or controlling the utility.
- F. Utility Requirements: Refer to Division 2 for cutting, plugging or relocation of existing buried piping.

3.04 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

SECTION 02070 SELECTIVE DEMOLITION (continued)

- B. Remove and transport debris for disposal in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.05 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated on the Drawings. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain adequate ventilation when using cutting torches.
 - 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 6. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 7. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

3.06 STRUCTURAL REMOVALS

- A. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saws or hand tools; do not use power-driven impact tools. Refer to Division 3 for cutting and repair of existing concrete structures.
- B. Break up and remove concrete foundations and slabs on grade, unless otherwise shown to remain.
- C. Remove structural framing members and lower to ground by means of hoists, derricks or other suitable methods to avoid free fall and to prevent ground impact or dust generation.

SECTION 02070 SELECTIVE DEMOLITION (continued)

- D. Unless otherwise approved by the Engineer, remove concrete, brick, tile, concrete block, roofing materials, reinforcement, structural or miscellaneous metals, plaster, wire mesh, and other items, whole or in part, as shown on the Drawings.

3.07 MECHANICAL REMOVALS – NOT USED

3.08 ELECTRICAL REMOVALS – NOT USED

3.09 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.10 ASBESTOS HANDLING AND DISPOSAL – NOT USED

3.11 LEAD-BASED PAINT HANDLING AND DISPOSAL – NOT USED

3.12 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials into Owner-provided waste containers. Do not allow demolished materials to accumulate on-site. On-site storage or sale of items removed is prohibited.
- B. Burning: Do not burn demolished materials.
- C. Disposal: The Owner will transport demolished materials off-site.

3.13 CLEANING

- A. Remove from the site all debris resulting from demolition operations as it accumulates. Upon completion of the Work, remove all materials, equipment, waste and debris, leaving clean, neat and orderly premises.
- B. Sweep buildings and structures broom clean upon completion of selective demolition operations.
- C. Change filters on air-handling equipment upon completion of selective demolition operations.

END OF SECTION 02070

SECTION 02070 SELECTIVE DEMOLITION (continued)

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SECTION 03200 - CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required and install all concrete reinforcement complete as shown on the Drawings and as specified herein.
- B. Unless specified otherwise, all materials shall be 100% United States of America domestic products. Exceptions shall be made for specifically named products listed on the Plans and in the Specifications. The Contractor shall provide material certifications listing the country of origin and/or manufacture for all material, pipe, fittings, castings, products, concrete, reinforcement, and appurtenances.

1.02 RELATED SECTIONS

- A. Section 03250 – Concrete Joints and Joint Accessories
- B. Section 03300 – Cast-in-Place Concrete
- C. Section 03740 – Modification or Repair of Existing Concrete

1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM), latest edition:
 - 1. ASTM A36 Standard Specification for Carbon Structural Steel
 - 2. ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 3. ASTM A706 Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
 - 4. ASTM A722 Standard Specification for High-Strength Steel Bars for Prestressed Concrete
 - 5. ASTM A934 Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
 - 6. ASTM A1064 Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
 - 7. ASTM F3125 Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions

SECTION 03200 - CONCRETE REINFORCEMENT (continued)

B. American Concrete Institute (ACI), latest edition:

1. ACI 301 Specifications for Structural Concrete
2. ACI 318 Building Code Requirements for Structural Concrete
3. SP-66 ACI Detailing Manual

C. Concrete Reinforcing Steel Institute (CRSI), latest edition:

1. Manual of Standard Practice

D. American Welding Society (AWS), latest edition:

1. AWS D1.4 Structural Welding Code—Reinforcing Steel

1.04 **SUBMITTALS**

A. See Section 01300, Submittals for submittal procedures. Submit shop drawings and product data showing materials of construction and details of installation for:

1. Reinforcing steel: Placement drawings shall conform to the recommendations of ACI 301 and SP-66 ACI Detailing Manual. All reinforcement in a concrete placement shall be included on a single placement drawing or cross-referenced to the main pertinent placement drawing. This drawing shall include the additional reinforcement (around openings, at corners, etc.) shown on the standard detail sheets. Bars to have special coatings or to be of special steel or special yield strength are to be clearly identified.
2. Bar bending details: The bars shall be referenced to the same identification marks shown on the placement drawings. Bars to have special coatings or to be of special steel or special yield strength are to be clearly identified.
3. Schedule of all placements to contain synthetic reinforcing fibers. The amount of fibers per cubic yard to be used for each of the placements shall be noted on the schedule. The name of the manufacturer of the fibers and the product data shall be included with the submittal.

B. Submit samples of each of the following items.

1. One sample of each type of mechanical reinforcing steel connectors, if used.

C. Furnish test data to indicate compliance with the following:

1. Certified copy of mill test on each steel proposed for use showing the physical properties of the steel and the chemical analysis.

SECTION 03200 - CONCRETE REINFORCEMENT (continued)

2. Certified copy of test reports for each foreign manufactured steel proposed for use in the fabrication of reinforcement. The tests shall be specifically made for this project at the expense of the Contractor by a domestic independent testing laboratory certified to perform the tests. The testing shall be for conformity to the applicable ASTM standard.
3. Welder's certification. The certification shall be in accordance with AWS D1.4 when welding of reinforcement is required.

1.05 QUALITY ASSURANCE

- A. Provide services of a manufacturer's representative having at least two (2) years' experience in the use of the reinforcing fibers for a preconstruction meeting and assistance during the first placement of the material.

1.06 DELIVERY, HANDLING, AND STORAGE

- A. Reinforcing steel shall be substantially free from mill scale, rust, dirt, grease, or other foreign matter.
- B. Reinforcing steel shall be shipped and stored with bars of the same size and shape fastened in bundles with durable tags, marked in a legible manner with waterproof markings showing the same "mark" designations as those shown on the submitted Placing Drawings.
- C. Reinforcing steel shall be stored off the ground, protected from moisture and kept free from dirt, oil, or other injurious contaminants.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials shall be new and shall comply with the following material specifications.
- B. Deformed Concrete Reinforcing Bars: ASTM A615, Grade 60 deformed bars.
- C. Concrete Reinforcing Bars required on the Drawings to be field bent or welded: ASTM A706.
- D. Spiral Reinforcement
 1. ASTM A615, Grade 60 for hot-rolled plain or deformed bars
 2. ASTM A1064 for cold-drawn wire
- E. Welded Steel Wire Fabric: ASTM A1064
- F. The following alternate materials are allowed:
 1. ASTM A615 Grade 60 may be used for ASTM A706 provided the following requirements are satisfied:

SECTION 03200 - CONCRETE REINFORCEMENT (continued)

- a. The actual yield strength of the reinforcing steel based on mill test shall not exceed the specified yield strength by more than 18,000 psi. Retests shall not exceed this value by more than an additional 3,000 psi.
- b. The ratio of the actual ultimate tensile strength to the actual tensile yield strength of the reinforcement shall not be less than 1.25.
- c. The carbon equivalency (CE) of ASTM A615 bars shall be 0.55 or less.

G. Reinforcing Steel Accessories

1. Plastic Protected Bar Supports: CRSI Bar Support Specifications Class 1-Maximum Protection,
2. Stainless Steel Protected Bar Supports: CRSI Bar Support Specifications, Class 2-Moderate Protection,
3. Precast Concrete Block Bar Supports: CRSI Bar Support Specifications, Precast Blocks. Blocks shall have equal or greater strength than the surrounding concrete.

H. Tie Wire

1. Tie Wire for Reinforcement shall be 16-gauge or heavier, black annealed wire.

I. Mechanical reinforcing steel butt splices shall be positive connecting threaded type couplers such as Lenton rebar splices by Erico Products, Inc.; MRC Couplers by Dayton Superior, or approved equal. They shall meet all ACI 318 Building Code requirements. Bar couplers shall be torqued to manufacturer's recommended value.

1. Unless otherwise noted on the Drawings, mechanical tension splices shall be designed to produce a splice strength in tension or compression of not less than 125 percent (125%) of the ASTM specified minimum yield strength of the rebar in pounds based on the gross area of the rebar.
2. Compression type mechanical splices shall provide concentric bearing from one bar to the other bar and shall be capable of developing the ultimate strength of the rebar in compression.

J. Fiber Reinforcement (Fiber mesh): Synthetic reinforcing fiber must meet the requirements of ASTM C1116. Synthetic reinforcing fiber for concrete shall be 100 percent (100%) polypropylene collated, fibrillated fibers as manufactured by Propex Concrete Systems Corp., Chattanooga, Tennessee, or approved equal. Fiber length and quantity for the concrete mix shall be in strict compliance with the manufacturer's recommendations as approved by the Engineer.

K. Epoxy-Coated Reinforcing Steel: shall be provided at locations specified on the Drawings. Epoxy-coated bars shall conform to ASTM A934.

2.02 FABRICATION

- A. Fabrication of reinforcement shall be in compliance with the CRSI Manual of Standard Practice.**

SECTION 03200 - CONCRETE REINFORCEMENT (continued)

- B. Bars shall be cold bent. Bars shall not be straightened or re-bent.
- C. Bars shall be bent around a revolving collar having a diameter of not less than that recommended by the CRSI.
- D. Bar ends that are to be butt spliced, placed through limited diameter holes in metal, or threaded, shall have the applicable end(s) saw-cut. Such ends shall terminate in flat surfaces within 1-1/2 degrees (1.5°) of a right angle to the axis of the bar.
- E. Spirals (may be substituted for non-spiral ties in circular columns)
 - 1. Provide a minimum of one and one-half (1-1/2) finishing turns at the top and bottom.
 - 2. Splices shall be tension lap splices at least 48 bar diameters, but not less than 12 inches in length. Welded splices shall only be used where specifically approved by the Engineer.
 - 3. Provide spacers as recommended by the CRSI.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Surface condition, bending, spacing and tolerances of placement of reinforcement shall comply with the CRSI Manual of Standard Practice. The Contractor shall be solely responsible for providing an adequate number of bars and maintaining the spacing and clearances shown on the Drawings.
- B. Except as otherwise indicated on the Drawings, the minimum concrete cover of reinforcement shall be as follows:
 - 1. Concrete cast against and permanently exposed to earth: 3 inches
 - 2. Concrete exposed to soil, water, sludge, or weather: 2 inches
 - 3. Concrete not exposed to soil, water, sludge, or weather: 1-1/2 inches
- C. Reinforcement which will be exposed for a considerable length of time after being placed shall be coated with a heavy coat of neat cement slurry.
- D. No reinforcing steel bars shall be welded either during fabrication or erection unless specifically shown on the Drawings or specified, or unless prior written approval has been obtained from the Engineer. All bars that have been welded, including tack welds, without such approval shall be immediately removed from the work. When welding of reinforcement is approved, or called for, it shall comply with AWS D1.4.
- E. Reinforcing steel interfering with the location of other reinforcing steel, conduits, or embedded items, may be moved within the specified tolerances or one (1) bar diameter, whichever is greater. Greater displacement of bars to avoid interference shall only be made with the approval of the

SECTION 03200 - CONCRETE REINFORCEMENT (continued)

Engineer. Do not cut reinforcement to install inserts, conduits, mechanical openings, or other items without the prior approval of the Engineer.

- F. Securely support and tie reinforcing steel to prevent movement during concrete placement. Secure dowels in place before placing concrete.
- G. Securely tie reinforcement steel at each intersection (100%) for all reinforcement steels splice locations, and at every third intersection (33%) otherwise. Two (2) ties are required at each tie location.
- H. Reinforcing steel bars shall not be field bent except where shown on the Drawings or specifically authorized in writing by the Engineer. If authorized, bars shall be cold-bent around the standard diameter spool specified in the CRSI. Do not heat bars. Closely inspect the reinforcing steel for breaks. If the reinforcing steel is damaged, replace, Cadweld or otherwise repair as directed by the Engineer. Do not bend reinforcement after it is embedded in concrete unless specifically shown otherwise on the Drawings.

3.02 REINFORCEMENT AROUND OPENINGS

- A. Unless specific additional reinforcement around openings is shown on the Drawings, provide additional reinforcing steel on each side of the opening equivalent to one half of the cross-sectional area of the reinforcing steel interrupted by an opening. The bars shall have sufficient length to develop bond at each end beyond the opening or penetration.

3.03 SPLICING OF REINFORCEMENT

- A. Splices designated as compression splices on the Drawings, unless otherwise noted, shall be 30 bar diameters, but not less than 12 inches. The lap splice length for column vertical bars shall be based on the bar size in the column above.
- B. Tension lap splices shall be provided at all laps in compliance with ACI 318 and as detailed on the Drawings. Class A splices may be used when 50 percent (50%) or less of the bars are spliced within the required lap length. Class B splices shall be used at all other locations.
- C. Splicing of reinforcing steel in concrete elements noted to be "tension members" on the Drawings shall be avoided whenever possible. However, if required for constructability, splices in the reinforcement subject to direct tension shall be welded to develop, in tension, at least 125 percent (125%) of the specified yield strength of the bar. Splices in adjacent bars shall be offset the distance of a Class C splice.
- D. Install wire fabric in as long lengths as practicable. Splices in welded wire fabric shall be lapped in accordance with the requirements of ACI 318 but not less than 12 inches. The spliced fabrics shall be tied together with wire ties spaced not more than 24 inches on center and laced with wire of the same diameter as the welded wire fabric. Do not position laps midway between supporting beams, or directly over beams of continuous structures. Offset splices in adjacent widths to prevent continuous splices.

SECTION 03200 - CONCRETE REINFORCEMENT (continued)

- E. Mechanical reinforcing steel splicers shall be used only where shown on the Drawings. Splices in adjacent bars shall be offset by at least 30 bar diameters. Mechanical reinforcing splices are only to be used for special splice and dowel conditions approved by the Engineer.

3.04 SHRINKAGE AND TEMPERATURE REINFORCEMENT

- A. Shrinkage and temperature reinforcement shall be provided as indicated on the Drawings. Shrinkage and temperature reinforcing bars should be placed at right angles to structural steel for all structural slabs, unless otherwise specified

3.05 ACCESSORIES

- A. The Contractor shall be solely responsible for determining, providing and installing accessories such as chairs, chair bars and the like in sufficient quantities and strength to adequately support the reinforcement and prevent its displacement during the erection of the reinforcement and the placement of concrete.
- B. Use precast concrete blocks where the reinforcing steel is to be supported over soil.
- C. Stainless steel bar supports or steel chairs with stainless steel tips shall be used where the chairs are set on forms for a concrete surface that will be exposed to weather, high humidity, or liquid (including bottom of slabs over liquid containing areas). Use of galvanized or plastic tipped metal chairs is permissible in all other locations unless otherwise noted on the Drawings or specified.
- D. Alternate methods of supporting top steel in slabs, such as steel channels supported on the bottom steel or vertical reinforcing steel fastened to the bottom and top mats, may be used if approved by the Engineer.

3.06 INSPECTION

- A. In no case shall any reinforcing steel be covered with concrete until the installation of the reinforcement, including size, spacing and position of the reinforcement has been observed by the Engineer and the Engineer's release to proceed with the concreting has been obtained. The Engineer shall be given ample prior notice of the readiness of placed reinforcement for observation. The forms shall be kept open until the Engineer has finished his/her observations of the reinforcing steel.

END OF SECTION 03200

SECTION 03200 - CONCRETE REINFORCEMENT (continued)

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SECTION 03250 – CONCRETE JOINTS AND JOINT ACCESSORIES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required and install accessories for concrete joints as shown on the Drawings and as specified herein.

1.02 RELATED SECTIONS

- A. Section 03200 – Concrete Reinforcement
- B. Section 03300 – Cast-in-Place Concrete
- C. Section 03740 – Modification or Repair of Existing Concrete

1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM), latest edition:
 - 1. ASTM C1059 Standard Specifications for Latex Agents for Bonding Fresh to Hardened Concrete
 - 2. ASTM D1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
 - 3. ASTM D1752 Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

1.04 SUBMITTALS

- A. See Section 01300, Submittals for submittal procedures. Shop drawings and product data shall include the following:
 - 1. Waterstops: Product data including catalog cut, technical data, storage requirements, splicing methods, and conformity to ASTM standards.
 - 2. Pre-molded joint fillers: Product data including catalog cut, technical data, storage requirements, installation requirements, location of use, and conformity to ASTM standards.
 - 3. Bond breaker: Product data including catalog cut, technical data, storage requirements, installation requirements, location of use, and conformity to ASTM standards.
 - 4. Compressible joint filler: Product data including catalog cut, technical data, storage requirements, installation requirements, location of use, and conformity to ASTM standards.
 - 5. Bonding agents: Product data including catalog cut, technical data, storage requirements, product life, application requirements, and conformity to ASTM standards.

SECTION 03250 – CONCRETE JOINTS AND JOINT ACCESSORIES (continued)

6. Expansion joint dowels: Product data including dowels, coatings, lubricants, expansion caps, installation requirements, and conformity to ASTM standards.

B. Certifications:

1. Certification that all materials used within the joint system are compatible with each other.

PART 2 PRODUCTS

2.01 GENERAL

- A. The use of manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration.
- B. All materials used together in a given joint (bond breaker, backer rods, joint fillers, sealants, etc.) shall be compatible with one another. Coordinate selection of supplies and products to ensure compatibility. Under no circumstances shall asphaltic bond breakers or joint fillers be used in joints receiving sealant.

2.02 MATERIALS

A. Waterstops

1. Plastic waterstop – Non-expansion joint in liquid retaining structure: 9 inches by 3/8 inch (9" x 3/8") ribbed type flat waterstops in base slabs and 6 inches by 3/8 inch (6" x 3/8") ribbed type flat waterstops otherwise. Plastic waterstop shall be made by extruding elastomeric plastic compound with polyvinylchloride as the basic resins. Minimum tensile strength of waterstops shall be 1,750 psi. Waterstops shall be style FR-6380 by Paul Murphy Plastics Co., Roseville, Michigan; Style 679 by Greenstreak Plastic Products, St. Louis, Missouri; Style R6-38 by Vinylex Corp., Knoxville, Tennessee; or approved equal.
2. Pre-formed adhesive waterstops: The waterstops shall be a formulated compound of bentonite/butyl that swells upon contact with water. The waterstops shall be Waterstop RX 101 as manufactured by CETCO of Arlington Heights, Illinois, or approved equal. Primer for the material shall be as recommended by the waterstop manufacturer. Waterstop RX 102 shall be used in all locations where there is less than 3-inch concrete cover above pre-formed adhesive waterstop.

B. Pre-molded Joint Filler

1. Pre-molded joint filler – structures: Self-expanding cork, pre-molded joint filler shall conform to ASTM D1752 Type III. The thickness shall be 3/4 inch unless otherwise shown on the Drawings.
2. Pre-molded joint fillers – sidewalk and roadway concrete pavements or where fiber joint filler is specifically noted on the Drawings. The joint filler shall be asphalt-impregnated fiber

SECTION 03250 – CONCRETE JOINTS AND JOINT ACCESSORIES (continued)

board conforming to ASTM D1751. Thickness shall be 3/4 inch unless otherwise shown on the Drawings.

C. Bond Breaker

1. Bond breaker tape shall be an adhesive-backed glazed butyl or polyethylene tape which will satisfactorily adhere to the pre-molded joint filler or concrete surface as required. The tape shall be the same width as the joint.
2. Bond breaker for concrete other than where tape is specifically called for shall be either bond breaker tape or a non-staining type bond prevention coating such as Williams Tilt-up Compound by Williams Distributors, Inc.; Silcoseal 77, by SCA Construction Supply Division, Superior Concrete Accessories; or approved equal.

D. Bonding Agent

1. Epoxy bonding agent shall be as specified in Section 03740, Modification or Repair of Existing Concrete.

PART 3 EXECUTION

3.01 INSTALLATION

A. Waterstops

1. Install waterstops for all joints where indicated on the Drawings. Waterstops shall be continuous around all corners and intersections so that a continuous seal is provided. Splices shall be made by welding in accordance with the manufacturer's recommendations, subject to acceptance of the Engineer. Only manufacturer's special approved tools shall be used for welding. The finished splices shall provide a cross-section that is dense and free of porosity.
2. To properly secure waterstops in wall joints before concrete is placed, drill holes in waterstops approximately 1 inch from each edge or between the outermost ribs at each edge (unless integral fastening system is provided) and center the waterstop in the joint. Tie both edges of the waterstop to reinforcing steel with black annealed steel tie wire as specified for tying reinforcing steel and secure in place so that the waterstop will be perpendicular to the joint and remain in the required position during concrete placement.
3. The spacing of the waterstop ties shall match the spacing of the adjacent reinforcing, but need not be spaced closer than 12 inches on center.
4. Horizontal waterstops on slabs shall be clamped in position by the bulkhead (unless previously set in concrete) and the edge of the waterstops shall be lifted while placing concrete below the waterstop. Then the waterstop shall be manually forced against and into the placed concrete and covered with fresh concrete to ensure adequate encasement of the waterstop in concrete.
5. Each piece of the waterstop shall be of maximum practicable length to provide a minimum number of splices.

SECTION 03250 – CONCRETE JOINTS AND JOINT ACCESSORIES (continued)

6. Waterstops shall be installed so that half of the width will be embedded on each side of the joint. Care shall be exercised to ensure that the waterstops is completely embedded in void-free concrete.
7. Install pre-formed adhesive waterstops, including concrete surface preparation and application of primers, in accordance with the recommendations of the waterstop manufacturer.

B. Construction Joints

1. Make construction joints only at locations shown on the Drawings or as approved by the Engineer. Any additional or relocation of construction joints proposed by the Contractor, must be submitted to the Engineer for written approval.
2. Additional or relocated joints should be located where they least impair strength of the member. In general, locate joints within the middle third of spans of slabs, beams and girders. However, if a beam intersects a girder at the joint, offset the joint a distance equal to twice the width of the member being connected. Locate the joints in walls and columns at the underside of floors, slabs, beams, or girders and at tops of footings or floor slabs. Do not locate joints between beams, girders, column capitals, or drop panels and the slabs above them. Do not locate joints between brackets or haunches and walls or columns supporting them.
3. All joints shall be perpendicular to main reinforcement. Continue reinforcing steel through the joints as indicated on the Drawings.
4. Provide sealant grooves for joint sealant where indicated on the Drawings.
5. At all construction joints and at concrete joints designated on the Drawings to be "roughened", uniformly roughen the surface of the concrete to a full amplitude (distance between high and low points or side to side) of approximately 1/4 inch with suitable tools to expose a fresh face. Thoroughly clean joint surfaces of loose or weakened materials by waterblasting or sandblasting and prepare for bonding. At least two (2) hours before and again shortly before the new concrete is deposited, the joints shall be saturated with water. After glistening water disappears, the joints shall be given a thorough coating of neat cement slurry mixed to the consistency of very heavy paste. The surfaces shall receive a coating at least 1/8-inch-thick, well-scrubbed-in by means of stiff bristle brushes whenever possible. Horizontal wall joints with no access to the earlier concrete placement surface shall have the roughened surface thoroughly coated with a neat cement slurry of pouring consistency. New concrete shall be deposited before the neat cement dries.
6. In lieu of the above method for securing bond between new and set concrete, the following optional method may be used. Concrete must be allowed to set a minimum of 28 days. Use an epoxy bonding agent applied to roughened and cleaned surfaces of set concrete in strict accordance with manufacturer's recommendations and as specified in Section 03740 with respect to preparation of surfaces and applications of bonding agent.

SECTION 03250 – CONCRETE JOINTS AND JOINT ACCESSORIES (continued)

7. Provide waterstops in all wall and slab construction joints in liquid containment structures and at other locations shown on the Drawings.
8. Keyways shall not be used in construction joints unless specifically shown on the Drawings or approved by the Engineer.

C. Control Joints

1. Provide sealant grooves, sealants and waterstops at control joints in slabs on grade and walls as detailed. Provide waterstops at all wall and slab control joints for water containment structures and at all other locations identified on the Drawings.
2. Control joints may be sawed if specifically approved by the Engineer. If control joint grooves are sawed, properly time the saw cutting with time of the concrete set. Start cutting as soon as concrete has hardened sufficiently to prevent aggregates from being dislodged by the saw. Complete cutting before shrinkage stresses have developed sufficiently to induce cracking. No reinforcing shall be cut during sawcutting.
3. Extend every other bar for reinforcing steel through control joints or as indicated on the Drawings. Where specifically noted on the Drawings, coat the concrete surface with a bond breaker prior to placing new concrete against it. Avoid coating reinforcement or waterstops with bond breaker at these locations.

END OF SECTION 03250

SECTION 03250 – CONCRETE JOINTS AND JOINT ACCESSORIES (continued)

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SECTION 03300 CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor and materials required and install cast-in-place concrete as shown on the Drawings and as specified herein.

1.02 RELATED SECTIONS

- A. Section 03200 – Concrete Reinforcement
- B. Section 03250 – Concrete Joint Accessories
- C. Section 03740 – Modification or Repair of Existing Concrete

1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) International, latest edition:
 - 1. ASTM C31 Standard Practice for Making and Curing Concrete Test Specimens in the Field
 - 2. ASTM C33 Standard Specification for Concrete Aggregates
 - 3. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - 4. ASTM C42 Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 - 5. ASTM C94 Standard Specification for Ready-Mixed Concrete
 - 6. ASTM C143 Standard Test Method for Slump of Hydraulic Cement Concrete
 - 7. ASTM C150 Standard Specification for Portland Cement
 - 8. ASTM C156 Standard Test Method for Water Loss [from a Mortar Specimen] Through Liquid Membrane-Forming Curing Compounds for Concrete
 - 9. ASTM C171 Standard Specification for Sheet Materials for Curing Concrete
 - 10. ASTM C172 Practice for Sampling Freshly Mixed Concrete
 - 11. ASTM C173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

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| 12. | ASTM C231 | Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method |
| 13. | ASTM C260 | Standard Specification for Air-Entraining Admixtures for Concrete |
| 14. | ASTM C309 | Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete |
| 15. | ASTM C311 | Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete |
| 16. | ASTM C330 | Specification for Lightweight Aggregates for Structural Concrete |
| 17. | ASTM C494 | Standard Specification for Chemical Admixtures for Concrete |
| 18. | ASTM C567 | Test Method for Determining Density of Structural Lightweight Concrete |
| 19. | ASTM C618 | Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete |
| 20. | ASTM C881 | Specification for Epoxy-Resin-Base Bonding Systems for Concrete |
| 21. | ASTM C1611 | Standard Test Method for Slump Flow of Self-Consolidating Concrete |
| 22. | ASTM E1745 | Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs |
- B. American Concrete Institute (ACI), latest edition:
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| 1. | ACI 211.1 | Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete |
| 2. | ACI 301 | Specifications for Structural Concrete |
| 3. | ACI 303.1 | Standard Specification for Cast-in-Place Architectural Concrete |
| 4. | ACI 304 | Guide for Measuring, Mixing, Transporting, and Placing Concrete |
| 5. | ACI 304.2 | Placing Concrete by Pumping Methods |
| 6. | ACI 305.1 | Guide to Hot Weather Concreting |
| 7. | ACI 306.1 | Guide to Cold Weather Concreting |
| 8. | ACI 308 | Guide to External Curing of Concrete |
| 9. | ACI 309 | Guide for Consolidation of Concrete |

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

- 10. ACI 318 Building Code Requirements for Structural Concrete and Commentary
- 11. ACI 350 Code Requirements for Environmental Engineering Concrete Structures

1.04 SUBMITTALS

- A. See Section 01300, Submittals for submittal procedures. Shop drawings and product data shall include the following:
 - 1. Concrete mix designs for all classes of concrete proposed for use on the project.
 - 2. Sources of cement, pozzolan, and aggregates.
 - 3. Material Safety Data Sheets (MSDS) for all concrete components and admixtures.
 - 4. Air-entraining admixture: Product data including catalog cut, technical data, storage requirements, product life, recommended dosage, temperature considerations, and conformity to ASTM standards.
 - 5. Water reducing admixture: Product data including catalog cut, technical data, storage requirements, product life, recommended dosage, temperature considerations, and conformity to ASTM standards.
 - 6. High range water-reducing admixture (super-plasticizer): Product data including catalog cut, technical data, storage requirements, product life, recommended dosage, temperature considerations, retarding effect, slump range, and conformity to ASTM standards. Identify proposed locations of use.
 - 7. Sheet curing material: Product data including catalog cut, technical data, and conformity to ASTM standard.
 - 8. Liquid curing compound: Product data including catalog cut, technical data, storage requirements, product life, application rate, and conformity to ASTM standards. Identify proposed locations of use.
- B. Samples
 - 1. Fine and coarse aggregates if requested for examination by the Engineer.
- C. Furnish test data to indicate compliance with the following:
 - 1. Sieve analysis, mechanical properties, and deleterious substance content for coarse and fine aggregate.
 - 2. Chemical analysis and physical tests of each type of cement.
 - 3. Chemical analysis and physical tests of pozzolan.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

D. Certifications

1. Certify admixtures used in the same concrete mix are compatible with each other and the aggregates.

E. Qualifications

1. Independent testing laboratory: Name, address, and qualifications. Laboratories affiliated with the Contractor or in which the Contractor or its officers have a beneficial interest are not acceptable.

1.05 QUALITY ASSURANCE

- A. Only one source of cement and aggregates shall be used on any one structure. Concrete shall be uniform in color and appearance.
- B. Furnish manufacturer or supplier certifications for all products and materials.
- C. Well in advance of placing concrete, the Contractor shall discuss with the Engineer the sources of individual materials and batched concrete proposed for use. Contractor shall discuss placement methods, waterstops and curing. Contractor shall propose methods of hot and cold weather concreting as required.
- D. A meeting shall be held prior to placement of plasticized concrete. The plasticizer (high range water reducer) manufacturer's representative and the Contractor shall be available to discuss the properties and techniques of batching and placing plasticized concrete.
- E. If during the progress of the work, it is impossible to secure concrete of the required workability and strength with the materials being furnished, the Engineer may order such changes in proportions or materials, or both, as may be necessary to secure the desired properties. All changes so ordered shall be made at the Contractor's expense.
- F. If during the progress of the work, the materials from the sources originally accepted change in characteristics, the Contractor shall, at his/her expense, make new acceptance tests of aggregates and establish new design mixes. Such testing and design shall be accomplished with the assistance of an independent testing laboratory acceptable to the Engineer.
- G. Reinforced concrete shall comply with ACI 318, the recommendations of ACI 350, and other stated specifications, codes and standards.
- H. The responsibility for field testing is defined in Section 01450, Field Quality Control. However, the Contractor shall provide sufficient quality assurance field testing of concrete to provide confirmation of the concrete quality. Such quality assurance testing shall be at no additional cost to the Owner. Methods of testing will comply with the latest applicable ASTM methods.
- I. Samples of constituents and of concrete as-placed will be subjected to laboratory tests. All materials incorporated in the Work shall conform to accepted samples.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Cement: Store in weathertight buildings, bins, or silos to provide protection from dampness and contamination and to minimize warehouse set.
- B. Aggregate: Arrange and use stockpiles to avoid excessive segregation or contamination with other materials or with other sizes of like aggregates. Do not use frozen or partially frozen aggregate.
- C. Sand: Arrange and use stockpiles to avoid contamination. Allow sand to drain to a uniform moisture content before using. Do not use frozen or partially frozen aggregates.
- D. Admixtures: Store in closed containers to avoid contamination, evaporation or damage. Provide suitable agitating equipment to assure uniform dispersion of ingredients in admixture solutions which tend to separate. Protect liquid admixtures from freezing and other temperature changes which could adversely affect their characteristics.
- E. Pozzolan: Store in weathertight buildings, bins, or silos to provide protection from dampness and contamination.
- F. Sheet Curing Materials: Store in weathertight buildings or off the ground and under cover.
- G. Liquid curing compounds: Store in closed containers.

PART 2 PRODUCTS

2.01 GENERAL

- A. The use of manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.
- B. Like items or materials shall be the end products of one manufacturer in order to provide standardization for appearance, maintenance, and manufacturer's service.

2.02 MATERIALS

- A. Materials shall comply with these Specifications and any applicable state or local requirements.
- B. Cement: Domestic Portland cement complying with ASTM C150. Air entraining cements shall not be used. Cement brand shall be subject to approval by the Engineer and one brand shall be used throughout the Work. Refer to Table 1 for cement type(s) to be used with each class of concrete.
- C. Fine aggregate: Washed natural sand conforming to the requirements of ASTM C33.
- D. Coarse aggregate: Well-graded crushed stone or washed gravel conforming to the requirements of ASTM C33. Grading requirements shall be listed in ASTM C33 Table 2 for the specified coarse aggregate size number. Limits of Deleterious Substances and Physical Property Requirements shall be listed in ASTM C33 Table 3 for severe weathering regions. Size numbers for concrete mixes as shown in Table 1 herein. The nominal maximum size of coarse aggregate cannot exceed

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

one-fifth (1/5) the narrowest form dimension, one-third (1/3) of slab total thickness, and three-fourth (3/4) the minimum clear spacing between reinforcing steel bars.

- E. Water: Potable water free from injurious amounts of oil, alkali, organic matter, or other deleterious substances, and meet the requirements of ASTM C1602.
- F. Admixtures: Admixtures shall be free of chlorides and alkalis (except for those attributable to water). When it is required to use more than one (1) admixture in a concrete mix, the admixtures shall be from the same manufacturer. Admixtures shall be compatible with the concrete mix including other admixtures.
 - 1. Air entraining admixture. The admixture shall comply with ASTM C260. Proportioning and mixing shall be in accordance with manufacturer's recommendations.
 - 2. Water reducing agent. The admixture shall comply with ASTM C494, Type A. Proportioning and mixing shall be in accordance with manufacturer's recommendations.
 - 3. High-Range Water Reducer (Plasticizer). The admixture shall comply with ASTM C494 Type F and shall result in non-segregating plasticized concrete with little bleeding and with physical properties of low water/cement ratio concrete. The treated concrete shall be capable of maintaining plastic state in excess of 30 minutes to two (2) hours depending upon the product used. Proportioning and mixing shall be in accordance with manufacturer's recommendations.
 - 4. Admixtures causing retarded or accelerated setting of concrete shall not be used without written approval from the Engineer. When allowed, the admixtures shall be retarding or accelerating water reducing or high range water reducing admixtures.
- G. Pozzolan (Fly ash)
 - 1. Pozzolan shall be Class C fly ash complying with ASTM C618, including the requirements of Table 1 except the Loss of Ignition (LOI) shall be limited to 3 percent (3%) maximum.
 - 2. Testing of the fly ash and/or the fly ash and concrete mixture is required to provide test data confirming that the fly ash in combination with the cement to be used meets all strength requirements and is compatible with the other concrete additives. Provide material certifications from the fly ash supplier.
 - a. Pozzolan shall be tested in compliance with ASTM C311 with the following restriction: A minimum of one (1) sample weighing four (4) pounds shall be taken from each 200 tons of pozzolan supplied for the project.
- H. Sheet Curing Materials: Waterproof paper, polyethylene film, or white burlap-polyethylene sheeting all complying with ASTM C171.
- I. Liquid Curing Compound: Liquid membrane-forming curing compound shall comply with the requirements of ASTM C309 Type 1-D (clear or translucent with fugitive dye) and shall contain no wax, paraffin, or oil.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

- J. Vapor Retarder: Vapor retarder shall be Stego 10 mil Class A vapor retarder or approved equal.

2.03 MIXES

- A. Development of mix designs and testing shall be by a concrete ready-mix supplier acceptable to the Engineer, engaged by and at the expense of the Contractor.
- B. Select proportions of ingredients to meet the design strength and materials limits specified in Table 1 and produce concrete having proper placability, durability, strength, appearance, and other required properties. Proportion ingredients to produce a homogenous mixture which will readily work in corners and angles of forms and around reinforcement without permitting materials to segregate or allowing excessive free water to collect on the surface.
- C. The design mix shall be based on historical experience and previous experience with prior mixes with essentially the same proportions of the same constituents or, if not available, be developed by laboratory tests.
1. If developed by laboratory tests, water content of the concrete shall be based on a curve showing the relation between water cementitious ratio and seven (7) and 28-day compressive strengths of concrete made using the proposed materials. The curves shall be determined by four or more points, each representing an average value of at least three (3) test specimens at each age. The curves shall have a range of values sufficient to yield the desired data, including the compressive strengths specified, without extrapolation. The water content of the concrete mixes to be used, as determined from the curve, shall correspond to strengths 16 percent (16%) greater than the required design strengths. The resulting mix shall not conflict with the limiting values for maximum water cementitious ratio and net maximum cementitious content as specified in Table 1.
- D. Compressive Tests: The proposed concrete mix or mixes shall be tested to demonstrate compliance with the compression strength requirements in conformity with the provisions of ACI 318.
- E. Entrained air, as measured by ASTM C231, shall be as shown within the range of 4.0 to 7.0%.
1. If the air entraining agent proposed for use in the mix requires testing methods other than ASTM C231 to accurately determine air content, make special note of this requirement in the admixture submittal required under paragraph 1.04.
- F. Slump of the concrete as measured by ASTM C143, shall be 4-inch maximum. If the plasticizer is used, the slump indicated shall be that measured before plasticizer is added. Plasticized concrete shall have a slump ranging from 6 to 9 inches.
- G. Proportion admixtures according to the manufacturer's recommendations. Two or more admixtures specified may be used in the same mix provided that the admixtures in combination retain full efficiency and have no deleterious effect on the concrete or on the properties of each other.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

- H. The concrete mix design in Table 1 shall contain SikaFiber Novomesh-850 blended fiber, or approved equal, at a dosage rate of 24 pounds per cubic yard. Fibers shall be added from the manufacturer's pre-measured bags and according to the manufacturer's recommendations in a manner which will ensure complete dispersion of the fiber bundles as single monofilaments within the concrete.
- I. The concrete mix design in Table 1 shall contain Silica Fume admixture at a dosage rate of 7.5% by weight of cementitious material. The Silica Fume shall be in addition to rather than a replacement of cementitious material.

Table 1					
Cementitious Class	Cement 1	Compressive Strength 2	Minimum Bags of Portland Cement	Fine Aggregate 3	Coarse Aggregate 4
C	C150 Type I	4,000	6.5	C33	57
Cementitious Class	W/C Ratio 5	Fly Ash 6	AE 7	WR 8	HRWR 9
C	0.45 max	15-25	Yes	Yes	Yes

NOTES:

1. ASTM designation
2. Minimum compressive strength in psi at 3 days
3. ASTM designation
4. Size Number in ASTM C33
5. W/C is Water Cementitious ratio by weight
6. Fly ash, percent of total cementitious material by weight. Reduce fly ash percentage to 15 to 20 percent (15-20%) from October through March. Fly ash may be used in any mix in accordance with the requirements of Article 2.02.G and other provisions of this section.
7. AE is air entraining admixture
8. WR is water reducing admixture
9. HRWR is high range water reducer

PART 3 EXECUTION

3.01 MEASURING MATERIALS

- A. Concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, water, and admixtures as specified and shall be produced by a plant acceptable to the Engineer. The addition

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

of any high range water reducer will occur on site after concrete has been tested for slump and air content and sampled for compressive strength (if as directed by Engineer).

- B. Measure materials for batching concrete by weighing in conformity with and within the tolerances given in ASTM C94 except as otherwise specified. Scales shall have been certified by the local Sealer of Weights and Measures within one (1) year of use.
- C. Measure the amount of free water in fine aggregates with a moisture meter. Compensate for varying moisture contents of fine aggregates. Record the number of gallons of water as batched on printed batching tickets.
- D. Admixtures shall be dispensed either manually using calibrated containers or measuring tanks, or by means of an automatic dispenser approved by the manufacturer of the specified admixture.
 - 1. Charge air-entraining and chemical admixtures into the mixer as a solution using an automatic dispenser or similar metering device.
 - 2. Inject multiple admixtures separately during the batching sequence.

3.02 MIXING AND TRANSPORTING

- A. Concrete shall be ready-mixed concrete produced by equipment acceptable to the Engineer. No hand-mixing will be permitted. Clean each transit mix truck drum and reverse drum rotation before the truck proceeds under the batching plant. Equip each transit-mix truck with a continuous, non-reversible, revolution counter showing the number of revolutions at mixing speeds.
- B. Ready-mix concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of their rated capacities as stated on the name plate.
- C. Added water shall be incorporated by additional mixing of at least 35 revolutions. The amount of water added shall be shown on each delivery ticket. The addition of water shall not result in an exceedance of the maximum water/cement ratio of the concrete mix design, nor shall it result in an exceedance of the maximum permitted slump of 4 inches without the addition of approved concrete admixtures.
- D. All central plant and rolling stock equipment and methods shall comply with ACI 318 and ASTM C94.
- E. Select equipment of size and design to ensure continuous flow of concrete at the delivery end. Metal or metal-lined non-aluminum discharge chutes shall be used and shall have slopes not exceeding one (1) vertical to two (2) horizontal and not less than one (1) vertical to three (3) horizontal. Chutes more than 20 feet long and chutes not meeting slope requirements may be used if concrete is discharged into a hopper before distribution.
- F. Re-tempering of concrete or mortar that has partially hardened (that is, mixing with or without additional cement, aggregate, or water) will not be permitted.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

- G. Handle concrete from mixer to placement as quickly as practicable while providing concrete of required quality in the placement area. Dispatch trucks from the batching plants so they arrive at the work site just before the concrete is required, thus avoiding excessive mixing of concrete while waiting or delays in placing successive layers of concrete in the forms.
- H. Furnish a delivery ticket for ready mixed concrete to the Engineer as each truck arrives. Each ticket shall provide a printed record of the weight of cement and each aggregate as batched individually. Use the type of indicator that returns for zero punch or returns to zero after a batch is discharged. Clearly indicate the weight of fine and coarse aggregate, cement and water in each batch, the quantity delivered, the time any water is added, and the numerical sequence of the delivery. Show the time of day batched and time of discharge from the truck.
- I. Temperature Mixing Time Control
1. In cold weather (see paragraph 3.07.D) maintain the as-mixed temperature of the concrete and concrete temperatures at the time of placement in the forms as indicated in Table 2.
 2. If water or aggregate has been heated, combine water with aggregate in the mixer before cement is added. Do not add cement to mixtures of water and aggregate when the temperature of the mixture is greater than 90°F.
 3. In hot weather, cool ingredients before mixing to maintain temperature of the concrete below the maximum placing temperature of 90°F. If necessary, substitute well-crushed ice for all or part of the mixing water.
 4. The maximum time interval between the addition of mixing water and/or cement to the batch and placing of concrete in the forms shall not exceed the following:

Table 2	
Ambient Air Temperature	Maximum Time
85°F to 90°F (32°C)	75 minutes
higher than 90°F	60 minutes

The maximum time for discharge of concrete mixtures with an approved retarding admixture or high-range water reducing and retarding admixture shall not exceed 1-1/2 hours (90 minutes). Temperature of the concrete shall not exceed 90 Degrees F.

3.03 INSPECTION AND COORDINATION

- A. The batching, mixing, transporting, placing, and curing of concrete shall be subject to the inspection of the Engineer at all times. The Contractor shall advise the Engineer of readiness to proceed with each concrete placement at least 24 hours in advance. The Engineer will inspect the preparations for concreting including the preparation of previously placed concrete; the reinforcing; and the alignment, cleanliness, and tightness of formwork. No placement shall be made without the inspection and acceptance of the Engineer.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

3.04 CONCRETE APPEARANCE

- A. Concrete mix showing either poor cohesion or poor coating of the coarse aggregate with paste shall be remixed. If this does not correct the condition, the concrete shall be rejected. If the slump is within the allowable limit, but excessive bleeding, poor workability, or poor finishability are observed, changes in the concrete mix shall be obtained only by adjusting one or more of the following:
 - 1. The gradation of aggregate,
 - 2. The proportion of fine and coarse aggregate,
 - 3. The percentage of entrained air, within the allowable limits.
- B. Concrete for the Work shall provide a homogeneous structure which, when hardened, will have the required strength, durability, and appearance. Mixtures and workmanship shall be such that concrete surfaces, when exposed, will require no finishing. When concrete surfaces are stripped, the concrete when viewed in good lighting from 10 feet away shall be pleasing in appearance, and at 20 feet shall show no visible defects.

3.05 PLACING AND COMPACTING

- A. Placing
 - 1. Verify that all the formwork completely encloses concrete to be placed and is securely braced prior to concrete placement. Remove ice, excess water, dirt, and other foreign materials from forms. Confirm that reinforcement and other embedded items are securely in place. Have a competent workman at the location of the pour who can assure that reinforcement and embedded items remain in designated locations while concrete is being placed. Add water to semiporous subgrades or forms to eliminate suction of water from the mix. Seal extremely porous subgrades in an approved manner.
 - 2. Deposit concrete as near its final position as possible to avoid segregation due to rehandling or flowing. Place concrete continuously at a rate which ensures the concrete is being integrated with fresh plastic concrete. Do not deposit concrete which has partially hardened or has been contaminated by foreign materials or on concrete which has hardened sufficiently to cause formation of seams or planes of weakness within the section. If the section cannot be placed continuously, place construction joints as specified or as approved.
 - 3. Pumping of concrete will be permitted. Use a mix design suitable for pumping and submit for approval. The maximum size of coarse aggregate used in the mix should be limited to one-third of the smallest inside diameter of the delivery system.
 - 4. Remove temporary spreaders from forms when the spreader is no longer useful. Temporary spreaders may remain embedded in concrete only when made of galvanized metal or concrete and if prior approval has been obtained.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

5. Do not place concrete for supported elements until concrete previously placed in the supporting element (columns, slabs, and/or walls) has reached adequate strength. Prepare previously placed and hardened concrete surfaces by cleaning using steel brushes and applying bonding agent in accordance with manufacturer's instructions.
 6. Where surface mortar is to form the base of a finish, especially surfaces designated to be painted, work coarse aggregate back from forms with a suitable tool to bring the full surface of the mortar against the form. Prevent the formation of excessive surface voids.
 7. Slabs
 - a. After suitable bulkheads, screeds, and jointing materials have been positioned, the concrete shall be placed continuously between construction joints beginning at a bulkhead, edgeform, or corner. Each batch shall be placed into the edge of the previously placed concrete to avoid stone pockets and segregation.
 - b. Avoid delays in casting. If there is a delay in casting, the concrete placed after the delay shall be thoroughly spaded and consolidated at the edge of that previously placed to avoid cold joints. Concrete shall then be brought to correct level and struck off with a straightedge. Bull floats or darbies shall be used to smooth the surface, leaving it free of humps or hollows.
 - c. Where slabs are to be placed integrally with the walls below them, place the walls and compact as specified. Allow one (1) hour to pass between placement of the wall and the overlying slab to permit consolidation of the wall concrete. Keep the top surface of the wall moist so as to prevent cold joints.
 8. Formed Concrete
 - a. Place concrete in forms using tremie tubes and taking care to prevent segregation. Bottom of tremie tubes shall preferably be in contact with the concrete already placed. Do not permit concrete to drop freely more than 4-feet. Place concrete for walls in 12-inch to 24-inch lifts, keeping the surface horizontal. If plasticized concrete is used, the maximum lift thickness may be increased to 7 feet and the maximum free fall of concrete shall not exceed 15 feet.
- B. Compacting
1. Consolidate concrete by vibration, puddling, spading, rodding, or forking so that concrete is thoroughly worked around reinforcement, embedded items, and openings, and into corners of forms. Puddling, spading, etc. shall be continuously performed along with vibration of the placement to eliminate air or stone pockets which may cause honeycombing, pitting, or planes of weakness.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

2. All concrete shall be placed and compacted with mechanical vibrators. The number, type, and size of the units shall be approved by the Engineer in advance of placing operations. No concrete shall be ordered until sufficient approved vibrators (including standby units in working order) are on the job.
3. A minimum frequency of 7,000 revolutions per minute is required for mechanical vibrations. Insert vibrators and withdraw at points from 18 inches to 30 inches apart. At each insertion, vibrate sufficiently to consolidate concrete, generally from 5 to 15 seconds. Do not over vibrate so as to segregate. Keep a spare vibrator on the site during concrete placing operations.
4. Concrete Slabs: Concrete for slabs less than 8 inches thick shall be consolidated with vibrating screeds; slabs 8 inches to 12 inches thick shall be compacted with internal vibrators and (optionally) with vibrating screeds. Vibrators shall always be placed into concrete vertically and shall not be laid horizontally or laid over.
5. Walls and Columns: Internal vibrators (rather than form vibrators) shall be used unless otherwise approved by the Engineer. In general, for each vibrator needed to melt down the batch at the point of discharge, one or more additional vibrators must be used to densify, homogenize, and perfect the surface. The vibrators shall be inserted vertically at regular intervals, through the fresh concrete, and slightly into the previous lift, if any.
6. Amount of Vibration: Vibrators are to be used to consolidate properly placed concrete but shall not be used to move or transport concrete in the forms. Vibration shall continue until:
 - a. Frequency returns to normal
 - b. Surface appears liquefied, flattened, and glistening
 - c. Trapped air ceases to rise
 - d. Coarse aggregate has blended into surface but has not disappeared.

3.06 CURING AND PROTECTION

- A. Protect all concrete work against injury from the elements and defacements of any nature during construction operations.
- B. Curing Methods
 1. Curing Methods for Concrete Surfaces: Cure concrete to retain moisture and maintain specified temperatures at the surface for a minimum of three (3) days after placement. Curing methods to be used are as follows:
 - a. Water Curing: Keep entire concrete surface wet by ponding, continuous sprinkling, or covered with saturated burlap. Begin wet cure as soon as concrete attains an initial set and maintain wet cure over 24 hours a day.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

- b. Sheet Material Curing: Cover entire surface with sheet material. Securely anchor sheeting to prevent wind and air from lifting the sheeting or entrapping air under the sheet. Place and secure sheet as soon as initial concrete set occurs.
 - c. Liquid Membrane Curing: Apply over the entire concrete surface except for surfaces to receive additional concrete. Curing compound shall not be placed on any concrete surface where additional concrete is to be placed, where surface coatings are to be used, or where the concrete finish requires an integral floor product. Curing compound shall be applied as soon as the free water on the surface has disappeared and no water sheen is visible, but not after the concrete is dry or when the curing compound can be absorbed into the concrete. Application shall be in compliance with the manufacturer's recommendations.
2. Specified applications of curing methods.
- a. Slabs for Water Containment Structures: Water curing only.
 - b. Slabs on Grade and Footings (not used to contain water): Water curing, sheet material curing, or liquid membrane curing.
 - c. Structural Slabs (other than water containment): Water curing or liquid membrane curing.
 - d. Horizontal Surfaces that will receive additional concrete, coatings, grout, or other material that requires bond to the substrate: Water curing.
 - e. Formed Surfaces: None if non-absorbent forms are left in place seven (7) days. Water cure if absorbent forms are used. Sheet cured or liquid membrane cured if forms are removed prior to seven (7) days. Exposed horizontal surfaces of formed walls or columns shall be water cured for seven (7) days or until next placement of concrete is made.
 - f. Concrete Joints: Water cured or sheet material cured.
- C. Finished surfaces and slabs shall be protected from the direct rays of the sun to prevent checking and crazing.
- D. Cold Weather Concreting
- 1. For this Specification, "cold weather" is defined as a period when, for more than three (3) consecutive days, the average daily outdoor temperature is less than 40°F. The average daily temperature shall be calculated as the average of the highest and the lowest temperature during the period from midnight to midnight.
 - 2. Concrete placed during cold weather shall be batched, delivered, cured, and protected in compliance with the recommendations of ACI 306.1 and the additional requirements of this Section.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

3. The Contractor shall discuss proposed cold weather work plan with the Engineer. The discussion shall encompass the methods and procedures proposed for use during the cold weather including the production, transportation, placement, protection, curing, and temperature monitoring of the concrete. The procedures to be implemented upon abrupt changes in weather conditions or equipment failures shall also be discussed. Cold weather concreting shall not begin until the work plan is acceptable to the Engineer.
4. The minimum temperature of concrete immediately after placement and during the protection period shall be as indicated in Table 3. The temperature of the concrete in place and during the protection period shall not exceed these values by more than 20°F. Prevent overheating and non-uniform heating of the concrete.

Table 3		
Concrete Temperatures Minimum Dimension of Section		
	<12 inches	12 to 36 inches
Min. concrete temperature:	55°F	50°F

5. During periods of cold weather, concrete shall be protected to provide continuous warm, moist curing (with supplementary heat when required) for a total of at least 350 degree-days of curing.
 - a. Degree-days are defined as the total number of 24 hour periods multiplied by the weighted average daily air temperature at the surface of the concrete (e.g., 5 days at an average 70°F = 350 degree-days).
 - b. To calculate the weighted average daily air temperature, sum hourly measurements of the air temperature in the shade at the surface of the concrete taking any measurement less than 50°F as 0°F. Divide the sum thus calculated by 24 to obtain the weighted average temperature for that day.
 6. Salt, manure, or other chemicals shall not be used for protection.
 7. At the end of the protection period, allow the concrete to cool gradually to the ambient temperature. If water curing has been used, the concrete shall not be exposed to temperatures below those shown in Table 3 unless at least 24 hours has elapsed since water curing has been terminated.
 8. During periods not defined as cold weather, but when freezing temperatures are expected or occur, protect concrete surfaces from freezing for the first 24 hours after placing.
- E. Hot Weather Concreting
1. For this Specification, "hot weather" is defined as any combination of high air temperatures, low relative humidity and wind velocity which produces a rate of evaporation as estimated in ACI 305.1, approaching or exceeding 0.2 pounds per square foot per hour (lb/ft²-hr).

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

2. Concrete placed during hot weather, shall be batched, delivered, placed, cured, and protected in compliance with the recommendations of ACI 305.1 and the additional requirements of this Specification.
 - a. Temperature of concrete being placed shall not exceed 90°F and every effort shall be made to maintain a uniform concrete mix temperature below this level. The temperature of the concrete shall be such that it will cause no difficulties from loss of slump, flash, set, or cold joints.
 - b. All necessary precautions shall be taken to promptly deliver, to promptly place the concrete upon its arrival at the job and to provide vibration immediately after placement.
 - c. The Engineer may direct the Contractor to immediately cover plastic concrete with sheet material.
3. The Contractor shall discuss with the Engineer a work plan describing the methods and procedures he/she proposes to use for concrete placement and curing during hot weather periods. Hot weather concreting shall not begin until the work plan is acceptable to the Engineer.

3.07 REMOVAL OF FORMS

- A. Except as otherwise specifically authorized by the Engineer, forms shall not be removed before the concrete has attained a strength of at least 30 percent (30%) of its specified strength, nor before reaching the following number of degree-days of curing (whichever is longer):

Table 4	
Forms for	Degree Days
Beams and elevated slabs	500
Walls and vertical surfaces	100

(See definition of degree-days in paragraph 3.07.D.5.a)

- B. Shores shall not be removed until the concrete has attained at least 70 percent (70%) of its specified design strength and also sufficient strength to support safely its own weight and the construction live loads upon it.

3.08 FIELD TESTS

- A. Sets of field control cylinder specimens will be taken during the progress of the Work, in compliance with ASTM C31. The number of sets of concrete test cylinders taken of each class of concrete placed each day shall not be less than once a day, nor less than once for each 50 cubic-yards of concrete.

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

1. A "set" of test cylinders consists of six (6) cylinders: three (3) to be broken at three (3) days and their strengths averaged, and three (3) to be used to verify strength after 3 days if 3 days breaks are low.
 2. Cylinders should be capped before testing to maintain a uniform load distribution. Cylinders are general capped with sulfur mortar in compliance with ASTM C617 or neoprene pad caps in compliance with ASTM C1231.
 3. When the average 3 day compressive strength of the cylinders in any set falls below the required compressive strength, proportions, water content, or temperature conditions shall be changed to achieve the required strengths.
- B. The Contractor shall cooperate in the making of tests by allowing free access to the work for the selection of samples; providing an insulated closed curing box for specimens; affording protection to the specimens against injury or loss through Contractor's operations; and furnishing material and labor required for the purpose of taking concrete cylinder samples. Curing boxes shall be acceptable to the Engineer.
- C. Slump tests will be made in the field immediately prior to placing the concrete. Such tests shall be made in accordance with ASTM C143. If the slump is greater than the specified range, the concrete shall be rejected. If slump test resulted in a shear slump failure, the slump test should be repeated. If shear slump failure re-occurs the concrete batch is to be rejected.
- D. Slump flow tests will be made in the field immediately prior to placing Self Compacting Concrete (SCC) in compliance with ASTM C1611. Slump flow spread average diameters should not exceed 30 inches.
- E. Air Content: Test for air content shall be made on a fresh concrete sample. Air content for concrete made of ordinary aggregate having low absorption shall be made in compliance with either the pressure method complying with ASTM C231 or by the volumetric method complying with ASTM C173. If lightweight aggregates or aggregates with high absorptions are used, the latter test method shall be used.
- F. Temperature. Test for temperature shall be made on a fresh concrete sample in accordance with ASTM C1064.
- G. Density. Test for density shall be made in accordance with ASTM C138.
- 3.09 **FIELD CONTROL**
- A. The Engineer may require that cores be taken from any questionable area in the concrete work such as construction joints and other locations as required for determination of concrete quality. The results of tests on such cores shall be the basis for acceptance, rejection, or determining the continuation of concrete work.
- B. The Contractor shall cooperate in obtaining cores by allowing free access to the Work and permitting the use of ladders, scaffolding and such incidental equipment as may be required. The

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

Contractor shall repair all core holes. The work of cutting and testing the cores will be in accordance with the Plans.

3.10 FAILURE TO MEET REQUIREMENTS

- A. Should the strengths shown by the test specimens made and tested in compliance with the previous provisions fall below the values given in Table 1, the Engineer shall have the right to require changes in proportions outlined to apply to the remainder of the Work. Furthermore, the Engineer shall have the right to require additional curing on those portions of the structure represented by the test specimens which failed. The cost of such additional curing shall be at the Contractor's expense. In the event that such additional curing does not give the strength required, as evidenced by core and/or load test, the Engineer shall have the right to require strengthening or replacement of those portions of the structure which fail to develop the required strength. The cost of all such core borings and/or load tests and any strengthening or concrete replacement required because strengths of test specimens are below that specified, shall be entirely at the expense of the Contractor. In such cases of failure to meet the strength requirements the Contractor and Engineer

shall confer to determine what adjustment, if any, can be made in compliance with the subsections titled "Strength" and "Failure to Meet Strength Requirements" of ASTM C94. The "purchaser" referred to in C94 is the Contractor in this Specification.

- B. When the tests on control specimens of concrete fall below the required strength, the Engineer will permit check tests for strengths to be made by means of typical cores drilled from the structure in compliance with ASTM C42 and C39. In the case of failure of the cores, the Engineer, in addition to other resources, may require, at the Contractor's expense, load tests on any one of the slabs, beams, piles, caps, and columns in which such concrete was used. Test need not be made until concrete has aged 60 days.
- C. Should the strength of test cylinders fall below 60 percent (60%) of the required minimum 7-day strength, the concrete shall be rejected and shall be removed and replaced.

3.11 PATCHING

- A. As soon as the forms have been stripped and the concrete surfaces exposed, fins and other projections shall be removed; recesses left by the removal of form ties shall be filled; and surface defects, which do not impair structural strength, shall be repaired. Clean all exposed surfaces and adjoining work stained by leakage of concrete, to approval of the Engineer.
- B. Immediately after removal of forms remove plugs and break off metal ties. Holes are then to be promptly filled upon stripping as follows: Moisten the hole with water, followed by a 1/16-inch brush coat of neat cement slurry mixed to the consistency of a heavy paste. Immediately plug the hole with a 1 to 1.5 mixture of cement and concrete sand mixed slightly damp to the touch (just short of "balling"). Hammer the grout into the hole until dense, and an excess of paste appears on the surface on the form of a spiderweb. Trowel smooth with heavy pressure. Avoid burnishing.
- C. When patching exposed surfaces, the same source of cement and sand as used in the parent concrete shall be employed. Adjust color if necessary, by addition of proper amounts of white cement. Rub lightly with a fine Carborundum stone at an age of one (1) to five (5) days if

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

necessary to bring the surface down with the parent concrete. Exercise care to avoid damaging or staining the virgin skin of the surrounding parent concrete. Wash thoroughly to remove all rubbed matter.

3.12 REPAIRS

- A. It is the intent of this Specification to require quality work including adequate forming, proper mixture and placement of concrete, and curing so completed concrete surfaces will require no patching.
- B. Defective concrete and honeycombed areas as determined by the Engineer shall be repaired as specified in Section 03740, Modification or Repair of Existing Concrete.

3.13 SCHEDULE

- A. The following (Table 5) represents the general applications for the various concrete classes and design strengths:

Table 5		
Class	Design Strength(psi)	Description
C	4,000	Baler Sump

END OF SECTION 03300

SECTION 03300 CAST-IN-PLACE CONCRETE (continued)

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SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment required to modify or repair existing concrete as shown on the Drawings and as specified herein.
- B. Work includes patching concrete, removal of anchor bolts or any embedment. Work under this section also includes bonding new concrete pours to existing/hardened concrete.
- C. Work under this Section may be performed as a remedy for improperly placed or poorly placed concrete. Perform such work only after receiving written directions from the Engineer.

1.02 RELATED SECTIONS

- A. Section 03200 – Concrete Reinforcement
- B. Section 03250 – Concrete Joints and Joint Accessories
- C. Section 03300 – Cast-in-Place Concrete

1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM), latest edition:
 - 1. ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)
 - 2. ASTM C881 Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
 - 3. ASTM C882 Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear
 - 4. ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - 5. ASTM G109 Standard Test Method for Determining the Effects of Chemical Admixtures on Corrosion of Embedded Steel Reinforcement in Concrete Exposed to Chloride Environments

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

1.03 SUBMITTALS

- A. See Section 01300, Submittals for submittal procedures. Submit shop drawings and product data showing materials of construction and details of installation for:
 - 1. Bonding adhesives. Product data including catalog cuts, technical data, storage and handling requirements, product life, mixing and application instructions, temperature considerations, and conformity to ASTM or other standards specified. Submit Material Safety Data Sheets (MSDS) for all adhesives.
 - 2. Patching materials. Product data including catalog cuts, technical data, storage and handling requirements, product life, mixing and application instructions, temperature considerations, and conformity to ASTM or other standards specified. Submit Material Safety Data Sheets (MSDS) for all patching materials.
- B. Samples
 - 1. Samples of adhesive capsule anchoring system if requested by the Engineer.
- C. Design Data
 - 1. Doweling adhesive: Submit manufacturer's load test data indicating bond and shear strengths for the types of reinforcement to be bonded to existing concrete.
- D. Test Reports
 - 1. Manufacturer's certified tests for adhesives, performed by an independent testing laboratory, indicating the following strength properties and the ASTM method used to determine each: Compressive strength, tensile, bond strength, modulus of elasticity, and shear strength.
 - 2. Manufacturer's certified tests for patching materials, performed by an independent testing laboratory, indicating the following strength properties and the ASTM method used to determine each: Compressive strength, tensile strength, bond strength, modulus of elasticity, and shear strength.
- E. Qualifications
 - 1. Adhesive manufacturer: Demonstrate at least five (5) years of experience in the manufacture of products of the type to be provided. Document manufacturer's program for training and technically supporting field personnel.
 - 2. Patching material manufacturer: Demonstrate at least five (5) years of experience in the manufacture of products of the type to be provided. Document manufacturer's program for training and technically supporting field personnel.

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

1.06 QUALITY ASSURANCE

A. Qualifications

1. Applicator: Firm specializing in concrete repair approved by the materials manufacturer.
2. Manufacturer: The manufacturer of the products specified shall have not less than five (5) years of documented experience in the manufacture of such products and shall have an ongoing program to provide training and technical support for the Contractor's personnel.

1.07 SYSTEM DESCRIPTION

- A. Modify and repair concrete at locations shown on the Drawings and specified.
- B. The Engineer may, from time to time, direct the Contractor to make additional repairs to existing concrete. Make such repairs as specified or by other methods as may be directed by the Engineer. Payment for such repairs will be in compliance with the General Conditions of these Specifications.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Clearly and indelibly mark all containers with the manufacturer's name, manufacturer's product identification, manufacturer's instructions for mixing, and warnings for handling and toxicity.
- B. Deliver materials in sealed containers with labels legible and intact.
- C. Storage should be made in a suitable clean and dry location approved by the Engineer.
- D. Store all materials in full compliance with the manufacturer's storage instructions.
- E. Handle materials in a safe manner. Avoid breaking container seals.
- F. Components should not be mixed until necessary preparatory work is completed and application work will start immediately.

1.09 PROJECT/SITE REQUIREMENTS

A. Environmental Requirements

1. Comply fully with manufacturer's recommendations as to the environmental conditions under which the products of this Section may be placed.

PART 2 PRODUCTS

2.01 GENERAL

- A. The use of a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

- B. Similar materials shall be the end products of one (1) manufacturer in order to provide standardization for appearance.
- C. Materials shall comply with these Specifications and any federal, state, or local regulations.

2.02 ADHESIVES FOR BONDING PLASTIC CONCRETE TO HARDENED CONCRETE

A. Cement Slurry

- 1. Cement slurry shall be water and Portland cement, both as specified in Section 03300, Cast-in-Place Concrete mixed to a heavy paste. Cement slurry shall not contain fly ash.

B. Solvent-Free Polymer Adhesives

1. Epoxy Adhesives

- a. Epoxy adhesive shall be a two-component, solvent-free, asbestos-free, moisture-insensitive epoxy resin material conforming to the requirements of ASTM C881.
- b. Curing temperature requirements (Class) and viscosity (Grade) shall be determined by supplier and Contractor after project conditions have been established.
- c. Material type: Type V – for load bearing applications bonding freshly mixed concrete to hardened concrete.
- d. Epoxy adhesive bonding systems shall conform to the preceding requirements and shall be Sikadur series by Sika Corporation, Lyndhurst, New Jersey, or approved equal.

2.03 ADHESIVES FOR BONDING INSERTS INTO CONCRETE

- A. Doweling adhesive shall be a two-component vinyl ester blend system supplied in single cartridges separating the resin from the hardener, and capable of dispensing an accurately proportioned adhesive mixture.

- 1. Doweling adhesive shall be Hilti Hit HY-200 V3 Cartridge by Hilti Corporation, Tulsa, Oklahoma.

2.04 PATCHING MATERIALS

A. Repair Mortars

1. Cementitious Mortar

- a. Cementitious mortar shall be a polymer-modified, Portland cement, two-component, fast setting, easy tooling patching mortar, with an integral corrosion inhibitor.

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

- b. Cementitious mortar shall conform to the preceding requirements and shall be Sika-Top series by Sika Corporation; Masterpatch series by Master Builders Technologies; or approved equal.

PART 3 EXECUTION

3.01 GENERAL

- A. Cut, repair, or otherwise modify existing concrete as indicated on the Drawings, as specified, and as may be required by Contractor's error. Work shall comply with the requirements of this Section and other requirements as noted on the Drawings.
- B. No existing concrete shall be shifted, cut, removed, or otherwise altered until authorization has been received from the Engineer.
- C. When removing materials, or when repairing concrete elements, take all necessary precautions and erect barriers, shoring, bracing, or other protective devices as required to prevent damage to areas beyond the limits of the work and to protect personnel.
- D. Locate penetrations drilled or cored into existing concrete to avoid existing reinforcement whenever possible. Where possible, identify reinforcement locations prior to drilling and adjust the locations of holes to avoid interference. Advise Engineer of any locations where reinforcement has been cut.
- E. Mechanically clean existing exposed reinforcement or concrete embedments to remove contaminants and rust before proceeding with any concrete modification or repair.
 - 1. Where existing reinforcement is shown to be salvaged for incorporation into new or repaired construction, carefully remove the existing concrete surrounding it, and cut, bend, or lap such bars as shown on the Drawings to provide not less than 1-inch of concrete cover between such reinforcement and the exposed surface of the concrete.
 - 2. If more than half the diameter of any reinforcement is exposed, chip out the concrete behind that reinforcement to a depth of not less than 1/2-inch in preparation for placing concrete repair materials around it.
- F. Where concrete is to be repaired in the vicinity of a control, expansion, or isolation joint, make repairs so as to preserve the line of and isolation across the joint.

3.02 REMOVING CONCRETE

- A. Remove designated concrete by line drilling at the limits and then chipping or jackhammering as appropriate within the areas where the concrete is to be removed. Exercise caution to ensure that surrounding equipment or concrete, and existing reinforcement to be left in place, is not damaged. Sawcutting at the limits of concrete removal will be permitted only where specifically indicated on the Drawings or approved by the Engineer.

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

- B. At all concrete removals where joints between new and existing concrete will be exposed to view the finished work, the edge of the concrete removal shall be made using a 1-inch deep saw cut on the exposed surface of the existing concrete. Maintain this edge undamaged during removal of adjacent concrete.
- C. All saw-cut edges shall be straight and cuts shall intersect at a right angle.
- D. Where existing reinforcement is exposed by removal of concrete and would not normally be protected by new concrete placed against it, coat the exposed surface using epoxy repair mortar, with a thickness of 1/4-inch, should be applied over the entire cut surface of the existing concrete.
- E. Concrete to be left in place, which is damaged by the Contractor, shall be repaired to the satisfaction of the Engineer using approved means.

3.03 BONDING OR REPAIRING CONCRETE

- A. Where new concrete is to be placed against existing concrete, bonding adhesive shall be applied to the surface of the existing concrete. Install type called out on Drawings or by referring to schedule.
- B. Dry, finished surfaces of repaired concrete shall match the color and texture of the adjoining concrete to the greatest extent possible.
- C. Preparation of Concrete Surfaces
 - 1. Protect surfaces beyond the limits of bonding and repairs, against damage, abrasion, or spillage.
 - 2. Concrete surfaces to which bonding or repair materials will be applied shall be newly exposed parent concrete, free of loose and unsound materials. Prepare surfaces by mechanical abrasion unless prohibited by environmental limitations. Prepared surfaces shall be sound, with coarse aggregate exposed, and free of any deleterious materials such as laitance, curing compounds, dust, dirt, or oil. Irregular voids or surface stones need not be removed if they are sound and firmly embedded into the parent concrete. Materials resulting from surface preparation techniques shall be removed.
 - a. Mechanically abrade surfaces by sandblasting, scarifying, waterblasting, or other means approved by the Engineer. Roughen the existing surface to a minimum amplitude (distance between high and low points) of 1/4-inch.
 - 3. In areas where reinforcing steel bars are exposed, concrete shall be removed to a minimum of 1-inch around the bars. If reinforcing steel is cut through or the cross section area of steel bars are reduced by more than 25 percent (25%) of its original dimension, the Engineer shall be notified immediately.

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

4. Concrete surfaces to be bonded or repaired shall be dry unless water-insensitive cementitious products are used.
 - a. Evaluate moisture content of concrete by determining if moisture will collect at bond lines between old concrete and adhesives or repair materials before the latter have cured. Test by taping a 4-foot by 4-foot (4' x 4') polyethylene sheet to the concrete surface. If moisture collects under the sheet before bonding or repair products would cure, allow the concrete additional drying time before placing them.
 5. Where plastic concrete is to be bonded to hardened concrete, surfaces shall have a moisture content not exceeding saturated surface dry condition.
 6. Surface temperature of the concrete shall be within the limits recommended by the manufacturer for the particular product to be used, but in no case shall the surface temperature be below 40° F.
 7. The area of concrete to be treated shall be cut to a minimum of 1/2-inch and a maximum depth that results in no damage to reinforcing steel. Existing concrete shall be chipped so that the minimum repair mortar thickness is 1/2-inch.
- D. Bonding and Repairing Procedures
1. Product Preparation
 - a. Condition components as recommended by the manufacturer prior to mixing.
 - b. Mix components in a clean container free of harmful residue or foreign particles.
 - c. Thoroughly blend components with a mechanical mixer to a uniform and homogeneous mixture. Mix small batches (up to 1 quart) using spatulas, knives, or similar implements.
 2. Application of Adhesives
 - a. Apply adhesive to concrete using equipment recommended by the manufacturer for the applications and products being used.
 - b. Place fresh plastic concrete within contact time of adhesive as recommended by the manufacturer. If epoxy adhesive cures to extent of losing its tack before plastic concrete is in contact with adhesive, remove or slightly abrade the first coat before placing any additional coat.
 - c. Consolidate freshly placed plastic concrete in accordance with ACI 301 and ensure full bonding to existing concrete. At the completion of finishing operations, cure concrete in accordance with the provisions of Section 03300, Cast-in-Place Concrete.

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

3. Application of Repair Mortar

- a. Apply repair mortar to concrete surface by trowel or screed. Thickness shall be maintained within the limits recommended by the manufacturer.
- b. After initial mixing of mortar, extra water should not be added to increase mortar workability.
- c. Work mortar into place and consolidate thoroughly so that all contact surfaces are wet by the mortar, and entrapped air is reduced to the level recommended by the manufacturer.
- d. Finish mortar surface to texture, color, and smoothness required for the specific application. Repair mortar shall receive a smooth, steel trowel finish.
- e. Upon completion of finishing operations, protect and allow mortar to cure in accordance with manufacturer's recommendations.

4. Cleanup

- a. Immediately remove any adhesive or repair materials applied or spilled beyond the desired area using materials designated by the adhesive manufacturer. Avoid contamination of the work area.
- b. Repair mortar shall be cured according to the repair mortar manufacturer recommendations.

5. Field Testing

- a. The Engineer will evaluate the bonding of plastic concrete to hardened concrete after the plastic concrete has cured for not less than 28 days. First evaluation will be made by sounding methods.
- b. Detection of a hollow sound in any area shall be reason to suspect inadequate bonding. When requested by the Engineer, the Contractor shall core any such areas to determine the adequacy of bond. Length of cores shall be twice the core diameter or twice the thickness of the new concrete as requested by the Engineer.
- c. Cores shall be visually observed. If the bond is adequate, costs of coring shall be borne by the Owner. If the bond is inadequate, costs of coring and any repairs ordered by the Engineer shall be borne by the Contractor.

3.04 **BONDING INSERTS INTO EXISTING CONCRETE**

- A. Drill hole of diameter and depth recommended by the doweling adhesive manufacturer to develop the full yield strength for the dowel to be embedded. Clear dust and debris and place doweling adhesive in hole according to manufacturer's recommendations. Locate dowel in hole to provide the indicated embedment and projection. Insert the dowel slowly, tapping it into the full depth of

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

the hole and turning it slightly to fill voids in adhesive. Do not disturb or load the dowel before adhesive cure time is complete.

B. Waterstops between existing and new concrete

1. Refer to Section 03250, Concrete Joints and Joint Accessories, paragraph 3.01B. for installation of grout tube injection waterstop system.

3.05 SCHEDULES

A. The following are specific concrete surface preparation and bonding "methods" to be used where indicated on the Drawings or specified, or where directed by the Engineer.

1. Method A – Cement slurry bond: Prepare the existing concrete surface at the connection as specified in paragraph 3.03C. Brush on to the connection surface a 1/16-inch layer of cement slurry mixed to the consistency of a heavy paste. Immediately place new plastic concrete or grout mixture against the slurry and existing concrete.
2. Method B – Adhesive bond: Prepare the existing concrete surface at the connection as specified in paragraph 3.03C. Apply epoxy adhesive to the connection surface unless another adhesive is specified on the Drawings. Place new plastic concrete while the adhesive remains tacky.
3. Method C – Embedment of dowels, bolts or threaded rods: Drill a hole of diameter and depth as required. Clean hole of loose particles and dust using compressed air. Fill hole with and butter the steel insert member to be inserted with epoxy paste so that when the steel insert is installed, the epoxy paste will fill the hole. Insert the steel member, tapping it into the full depth of the hole. Unless otherwise shown on the Drawings, deformed bars shall be drilled and set to a depth of at least 12 bar diameters and smooth bars shall be drilled and set to a depth of at least 15 bar diameters. The depth of the drilled holes shall not exceed the thickness of the member minus 3 inches. The Engineer will provide details regarding the size and spacing of the steel embeds where not noted on the Drawings.
4. Method D – Adhesive bond with embedded dowels: Combine Methods B and C.

END OF SECTION 03740

SECTION 03740 – MODIFICATION OR REPAIR OF EXISTING CONCRETE (continued)

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SECTION 05500 MISCELLANEOUS METALS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required to install all miscellaneous metal as shown on the Drawings and as specified herein.

1.02 RELATED SECTIONS

1.03 REFERENCE STANDARDS

- A. Aluminum Association (AA), latest edition:

1. AA 5052 Aluminum Sheet and Plate, Rolled Rod and Bar and Drawn Tube
2. AA 6061 T6 Aluminum Sheet and Plate
3. AA 6061 T5 Aluminum Extruded Shapes
4. AA 6063 T6 Aluminum Extruded Pipe
5. AA 5005 Sheet and Plate
6. AA M31C22A41:
 - a. M31 Mechanical Finish, Fine Satin
 - b. C22 Chemical Finish, Medium Matte
 - c. A41 Clear Anodic Coating, Class I

- B. American Association of State and Highway Transportation Officials (AASHTO), latest editions:

1. AASHTO HB-17 Standard Specifications for Highway Bridges

- C. American National Standards Institute (ANSI), latest edition:

1. ANSI A14.3 Ladders – Fixed – Safety Requirements

- D. ASTM International (ASTM), latest edition:

1. ASTM A36 Standard Specification for Carbon Structural Steel
2. ASTM A48 Standard Specification for Gray Iron Castings
3. ASTM A53 Standard Specification for Pipe, Steel, Black and Hot Dipped, Zinc Coated, Welded and Seamless
4. ASTM A108 Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished

SECTION 05500 MISCELLANEOUS METALS

5. ASTM A123 Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
6. ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
7. ASTM A276 Standard Specification for Stainless Steel Bars and Shapes
8. ASTM A307 Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength
9. ASTM A325 Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength (WITHDRAWN - 2016) (Replaced by F3125)
10. ASTM A500 Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
11. ASTM A501 Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
12. ASTM A536 Standard Specification for Ductile Iron Castings
13. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
14. ASTM A992 Standard Specification for Structural Steel Shapes
15. ASTM A1008 Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable
16. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
17. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
18. ASTM B429 Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube
19. ASTM B695 Standard Specification for Coating of Zinc Mechanically Deposited on Iron and Steel
20. ASTM F1554 Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

SECTION 05500 MISCELLANEOUS METALS

- 21. ASTM F3125 Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength
- E. American Welding Society (AWS), latest edition:
 - 1. AWS D1.1 Structural Welding Code – Steel
 - 2. AWS D1.2 Structural Welding Code – Aluminum
- F. National Fire Protection Association (NFPA), latest edition:
 - 1. 101 Life Safety Code
- G. Occupational Safety and Health Act (OSHA), latest edition:
 - 1. Standards
- H. International Code Council (ICC), latest edition:
 - 1. International Building Code (IBC)
- 1.04 SUBMITTALS
 - A. See Section 01300, Submittals for submittal procedures.
 - B. Submit shop drawings, working drawings, and product data showing at least sizes of members, method of assembly, materials, anchorage, and connection to other members to the Engineer for review before fabrication.
 - C. Submit samples as requested by the Engineer during the course of construction.
 - D. Design Data:
 - 1. Submit calculations or test data demonstrating that the railings, post-base mounts, and handrail wall brackets will resist the loads specified in the IBC at the post spacing provided. Calculations shall include design of anchors indicating size, type, and embedment.
 - 2. Submit manufacturer's load and deflection tables for grating and prefabricated hatches.
 - E. Submit coating thicknesses for all members and hardware in accordance with the ASTM Standards.
 - F. Submit certification that the railing system is in compliance with OSHA and IBC requirements.

SECTION 05500 MISCELLANEOUS METALS

1.05 PROJECT SITE CONDITIONS

- A. Coordinate the work of this Section with the work of other Sections. Verify at the site both the dimensions and work of other trades that adjoin items of work in this Section before commencement of items specified herein.
- B. Field measurements shall be taken at the site to verify or supplement indicated dimensions and to ensure proper coordination of all other construction items.

PART 2 PRODUCTS

2.01 GENERAL

- A. The use of manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configurations desired.

2.02 MATERIALS

- A. Unless otherwise noted, materials for miscellaneous metals shall conform to the following standards:

Structural Steel	ASTM A992
Structural Steel Tubing	ASTM A500, Grade B
Welded and Seamless Steel Pipe	ASTM A501 or ASTM A53, Type E or S, Grade B Schedule 40. Use standard malleable iron fittings, galvanized for exterior work
Steel Sheets	ASTM A1008
Gray Iron Castings	ASTM A48, Class 35
Ductile Iron Castings	ASTM A536, Grade 65-45-12
Aluminum Extruded Pipe	AA 6063 T6
Aluminum Extruded Shapes	ASTM B221, Alloy 6061 T6
Aluminum Sheet and Plate	ASTM B209, Alloy 6061 T6
Stainless Steel Plates, Sheets and Structural Shapes Exterior, Submerged, or Industrial Use	ASTM A276, Type 316 (Type 316L for welded)
Interior and Architectural Use	ASTM A276, Type 304

SECTION 05500 MISCELLANEOUS METALS

Stainless Steel Bolts, Nuts, and Washers	ASTM A276, Type 316
Carbon Steel Bolts and Studs	ASTM A307, Grade A (hot dip galvanized nuts and washers where noted)
High Strength Steel Bolts, Nuts, and Washers	ASTM F3125 (mechanically galvanized per ASTM B695, Class 50, where noted)
Elevated Temperature Exposure	Type I
General Application	Type I or Type II
Galvanizing	ASTM A123, Zinc with 0.5 percent (0.5%) minimum Nickel
Galvanizing, hardware	ASTM A153, Zinc with 0.5 percent (0.5%) minimum Nickel

2.03 FABRICATION

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability.
- B. Connections and accessories shall be of sufficient strength to safely withstand stresses and strains to which they will be subjected. Steel accessories and connections to steel or cast iron shall be steel, unless otherwise specified. Threaded connections shall be made so that the threads are concealed by fitting.
- C. Welded joints shall be rigid and continuously welded or spot welded as specified or shown on the Drawings. The face of welds shall be dressed flush and smooth. Exposed joints shall be close fitting and jointed where least conspicuous.
- D. Welding of parts shall be in accordance with the AWS D1.1 or D1.2 and shall only be done where shown, specified, or permitted by the Engineer. All welding shall be done only by welders certified as to their ability to perform welding in accordance with the requirements of the AWS Code. Component parts of built-up members to be welded shall be adequately supported and clamped or held by other adequate means to hold the parts in proper relation for welding.
- E. Welding of aluminum work shall be on the unexposed side as much as possible in order to prevent pitting or discoloration.
- F. All aluminum finish exposed surfaces, except as otherwise specified, shall have Manufacturer's standard mill finish. Aluminum handrails shall be given an anodic oxide treatment in accordance with the Aluminum Association Specification M31C22A41.

SECTION 05500 MISCELLANEOUS METALS

- G. All steel finished work not galvanized shall be thoroughly cleaned, by effective means, of all loose mill scale, rust, and foreign matter before shipment and shall be given one (1) shop coat of primer compatible with finish coats after fabrication but before shipping. Paint shall be applied to dry surfaces and shall be thoroughly and evenly spread and well worked into joints and other open spaces. Abrasions in the field shall be touched up with primer immediately after erection.
- H. Galvanizing, where required, shall be the hot-dip zinc process after fabrication. Following all manufacturing operations, all items to be galvanized shall be thoroughly cleaned, pickled, fluxed, and completely immersed in a bath of molten zinc according to ASTM A653. The resulting coating shall be adherent and shall be the normal coating to be obtained by immersing the items in a bath of molten zinc and allowing them to remain in the batch until their temperature becomes the same as the bath.
- I. Zinc coating which has been burned by welding, abraded, or otherwise damaged shall be cleaned and repaired after installation. The damaged area shall be thoroughly cleaned by wire brushing and all traces of welding flux and loose or cracked zinc coating removed prior to painting. The cleaned area shall be painted with two (2) coats of zinc oxide-zinc dust paint. The paint shall be properly compounded with a suitable vehicle in the ratio of one (1) part zinc oxide to four (4) parts zinc dust by weight.

2.04 ANCHORS, BOLTS, AND FASTENING DEVICES

- A. Anchors, bolts, etc., shall be furnished as necessary for installation of the work of this Section.
- B. Anchor bolt material shall be ASTM F1554, Grade 36, hot dip galvanized unless otherwise noted.
- C. The bolts used to attach the various members to the anchors shall be the sizes shown on the Drawings or as required. Aluminum and stainless steel shall be attached to concrete or masonry by means of stainless-steel machine bolts and iron or steel shall be attached with steel machine bolts unless otherwise specifically noted.
- D. Compound masonry anchors shall be of the type shown on the Drawings or as required and shall be equal to Star Slugin compounded masonry anchors manufactured by Star Expansion Industries; equal by Phillips Drill Co.; Rahlplug; or approved equal. Anchors shall be minimum "two unit" type.
- E. For structural purposes, unless otherwise noted, expansion bolts shall be Hilti "Kwik-Bolt"; or approved equal. When length of bolt is not called for on the Drawings, the length of bolt provided shall be sufficient to place the wedge portion of the bolt a minimum of 1-inch behind the reinforcing steel within the concrete. Material shall be as noted on the Drawings. If not noted, provide in galvanized steel.
- F. Adhesive anchors, for fastening to hollow concrete block or brick, shall be a three-part stud, screen and chemical dispenser anchoring system. Adhesive cartridges shall contain pre-measured amounts of resin and hardener which are mixed and deposited in a screen tube by a dispenser. Stud assemblies shall consist of an all-thread anchor rod with nut and washer. Anchors shall be Hilti HIT-HY 200 in grout-filled CMU, Hilti HIT-HY 270 in hollow masonry, or approved equal.

SECTION 05500 MISCELLANEOUS METALS

- G. Bolts and nuts shall be hexagon type. Stainless steel bolts, nuts, screws, washers, and related appurtenances shall be equal to AISI Type 316. All exposed portions of anchor bolts installed in concrete shall be greased, wrapped in burlap or plastic sleeve, and tied.
- H. Automatic end welded headed anchor studs shall be flux ended studs made from cold drawn steel, ASTM A108 Grades C-1010 through C-1020. Headed anchor studs shall be Nelson H4L Headed Concrete Anchors, Nelson S3L Shear Connectors, or approved equal.

2.05 METAL GRATING (NOT USED)

2.06 RAILINGS (NOT USED)

2.07 STEEL STAIRS (NOT USED)

2.08 LADDERS (NOT USED)

2.09 LADDER SAFETY EXTENSION (NOT USED)

2.10 ACCESS DOORS (NOT USED)

2.11 MISCELLANEOUS ALUMINUM ITEMS (NOT USED)

2.12 MISCELLANEOUS STEEL ITEMS

- A. Miscellaneous steel shall be fabricated and installed in accordance with the Drawings and shall include: beams, miscellaneous angles, support brackets, door frames, splice plates, anchor bolts (except for equipment furnished in Divisions 11, 13, and 15); lintels coped back 3/4-inch where they bear on masonry; checker plates; bar racks; and any other miscellaneous steel called for on the Drawings and not otherwise specified.
- B. Sleeves shall be steel or cast-iron pipe in walls and floors with end joints as shown on the Drawings. All pipe sleeves shall have center anchor around circumference as shown on the Drawings.
- C. All miscellaneous lintels and closures required but not specifically shown on the Drawings shall be galvanized steel and shall be provided as a part of this Section sized as required for strength and coverage.
- D. Miscellaneous steel pipe for sleeves and lifting attachments and other uses as required including concrete filled galvanized steel bollards, shall be Schedule 40 pipe fabricated according to details as shown on the Drawings.
- E. Provide structural steel angle and channel door frames where shown on the Drawings. Angle and channel frames shall be galvanized. Frames shall be fabricated with not less than three (3) anchors on each jamb.
- F. Galvanized frame and covers for drop inlets shall be as shown on the Drawings.

SECTION 05500 MISCELLANEOUS METALS

- G. Steel Support Channels for Chemical Hose shall be of the dimensions and slope shown on the Drawings, conform to ASTM A36 and shall include all stainless-steel hardware as required or specified herein.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install all items furnished except items to be embedded in concrete or other masonry which shall be installed under Division 3 and Division 4, respectively. Items to be attached to concrete or masonry after such work is completed shall be installed in accordance with the details shown on the Drawings. Fastening to wood plugs in masonry will not be permitted. All dimensions shall be verified at the site before fabrication is started.
- B. Where aluminum contacts a dissimilar metal, field-apply a heavy brush coat of coal tar epoxy followed by two (2) coats of aluminum metal and masonry paint to the dissimilar metal.
- C. Where aluminum contacts masonry or concrete, field-apply a heavy brush coat of coal tar epoxy to the masonry or concrete. For embedded items, coat the embed.
- D. Where items are cast into concrete, back-paint contact areas before setting.
- E. Where aluminum contacts wood, apply two (2) coats of aluminum metal and masonry paint to the wood.
- F. All steel surfaces to come in contact with exposed concrete or masonry shall receive a protective coating of an approved heavy bitumastic troweling mastic applied in accordance with the manufacturer's instructions prior to installation.
- G. Specialty products shall be installed in accordance with the manufacturer's recommendations.
- H. Expansion bolts shall be checked for tightness a minimum of 24 hours after initial installation.
- I. Install adhesive capsule anchors using manufacturer's recommended drive units and adapters and in compliance with the manufacturer's recommendations.
- J. Headed anchor studs shall be welded in accordance with manufacturer's recommendations.
- K. All railings shall be erected to line and plumb.
- L. Between aluminum grating, aluminum stair treads, or aluminum handrail brackets and steel supports, insert 1/4-inch-thick neoprene isolator pads, 85 plus or minus 5 Shore A durometer, sized for full width and length of bracket or support.
- M. Protect all furnished items from damage due to work of adjacent trades.

SECTION 05500 MISCELLANEOUS METALS

3.02 ERECTION TOLERANCES

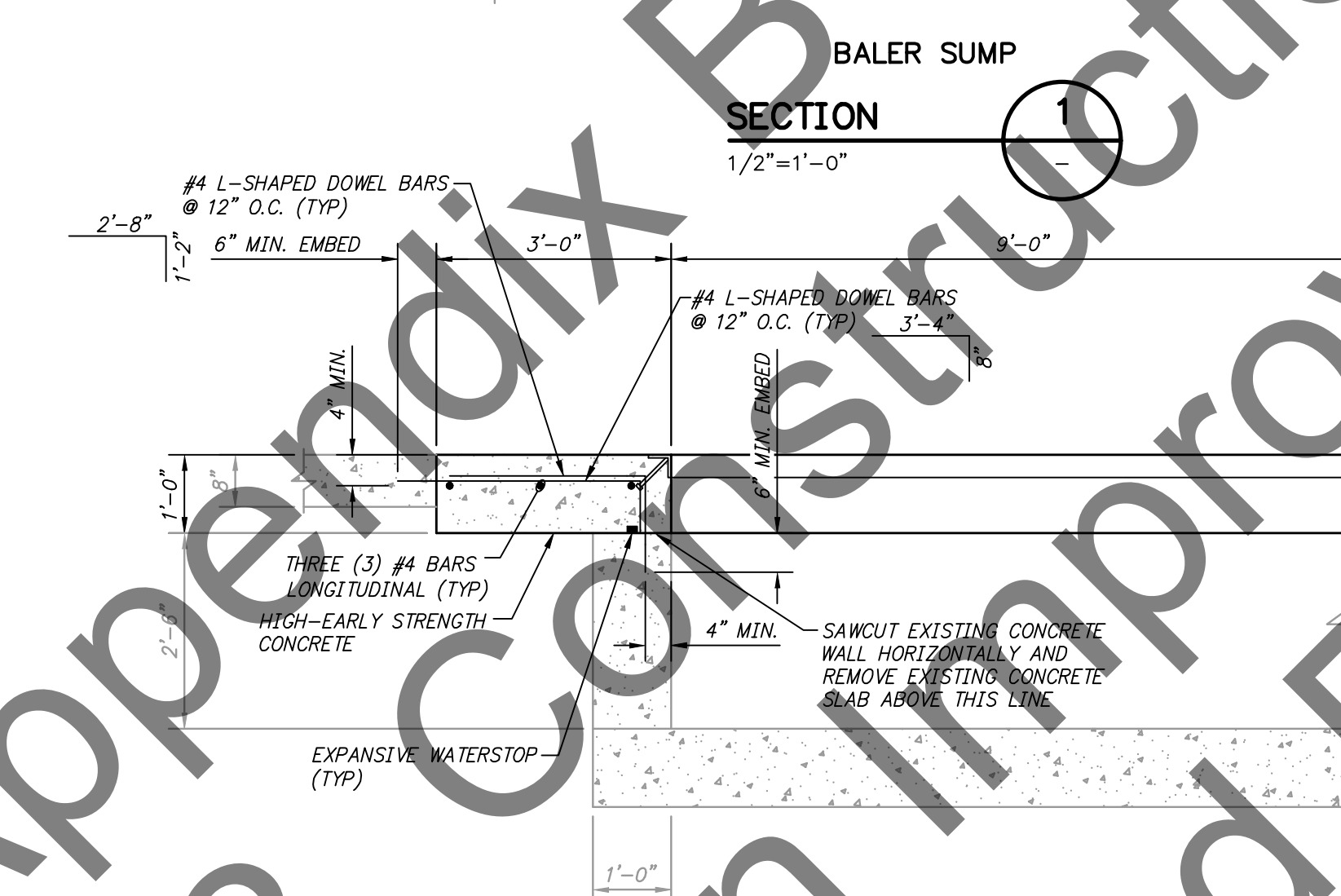
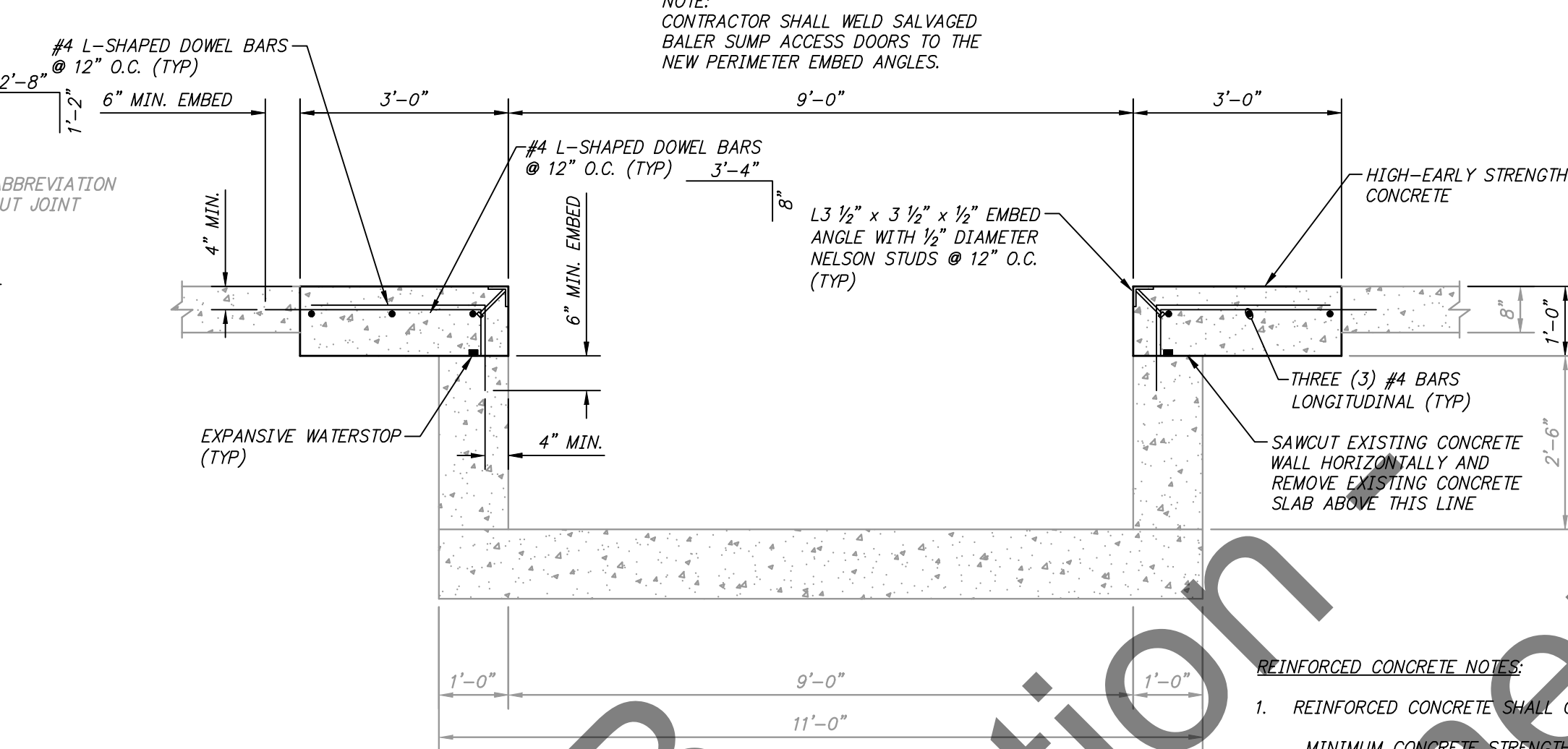
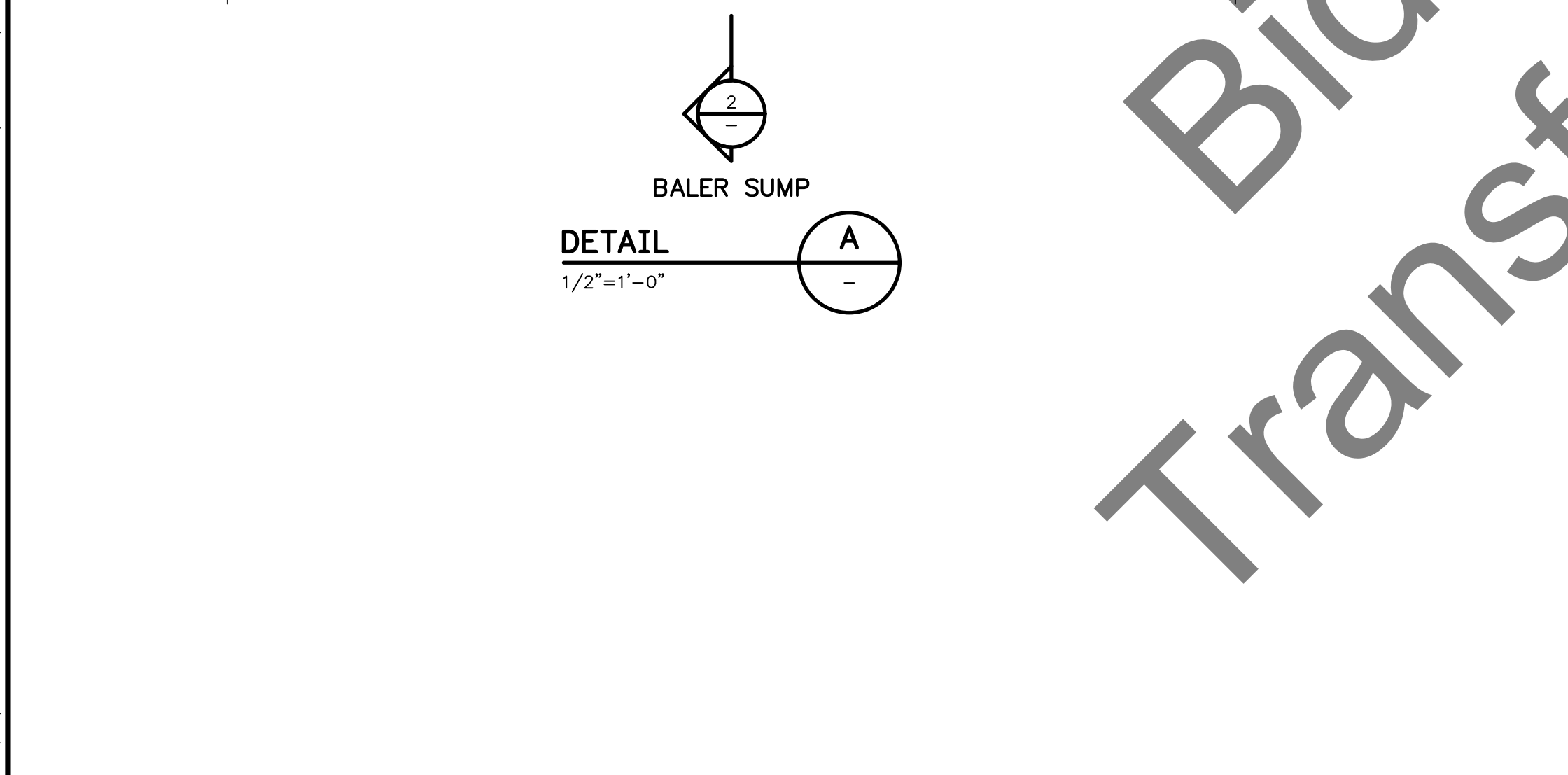
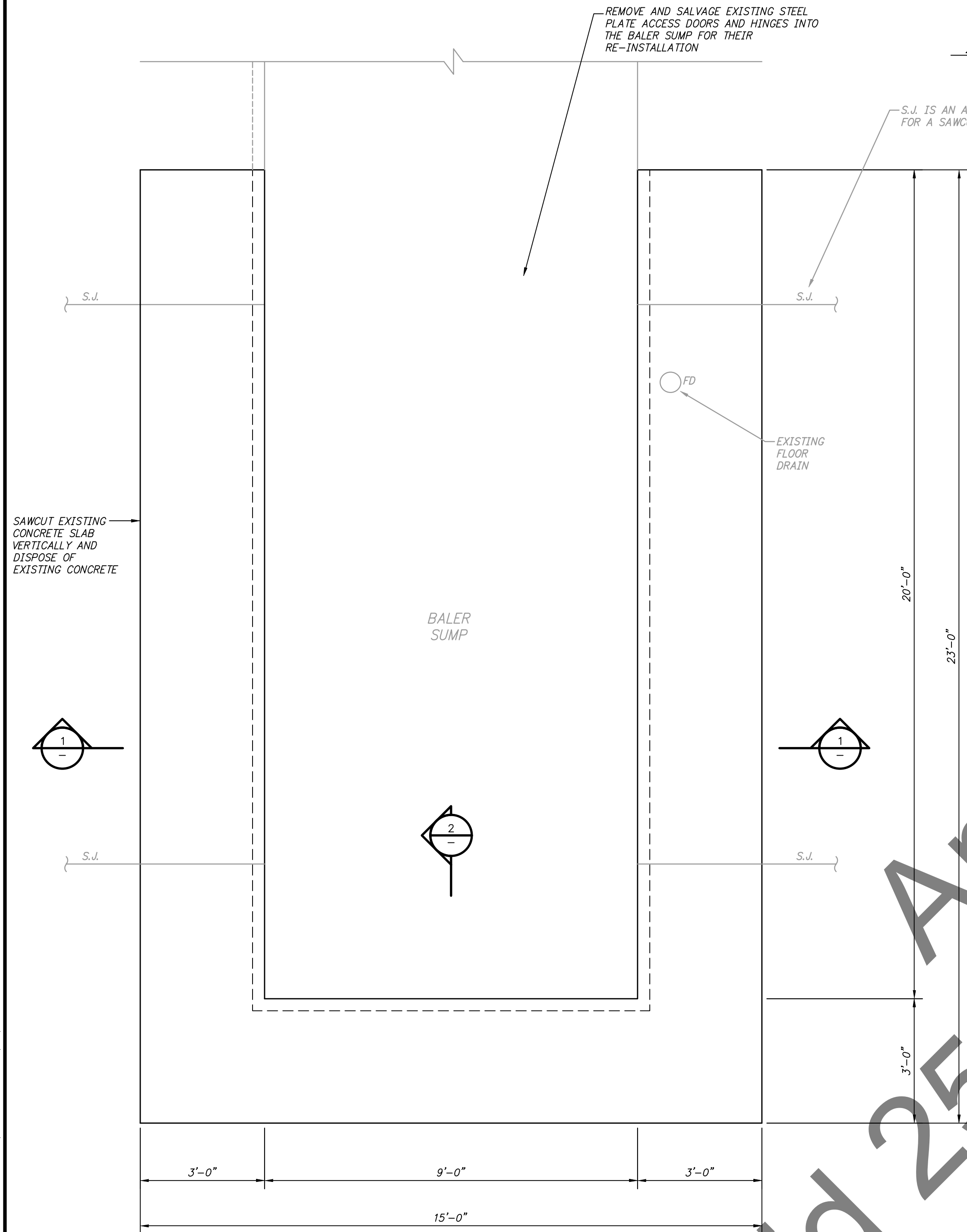
- A. Maximum offset from true alignment: 1/4-inch
- B. Maximum space between adjoining or abutting grating or cover plate sections: 1/4-inch
- C. Maximum variation from top surface plane of adjoining or abutting grating or cover plate sections or structure: 1/8-inch

END OF SECTION

Appendix B
Bid 25-53, Construction -
Transfer Station Improvements
City Issued Bid

SECTION 05500 MISCELLANEOUS METALS

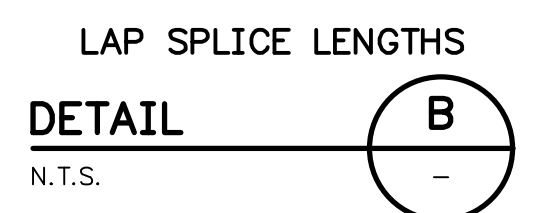
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**LAP SPLICE LENGTHS
IN WALLS AND SLABS (INCHES)**

BAR SIZE	2" COVER
4	24
5	30
6	36

- NOTES:
1. TABLE IS BASED ON ACI 318R-19 & $f'_c = 4,000$ PSI. BARS ARE UNCOATED.
 2. MINIMUM BAR SPACING = 6" O.C.



REINFORCED CONCRETE NOTES

1. REINFORCED CONCRETE SHALL CONFORM TO ACI 318R-19.

MINIMUM CONCRETE STRENGTH AT 3 DAYS:

CLASS C: STRUCTURAL CONCRETE

$$f'_c = 4,000 \text{ psi}$$

CONCRETE MIX DESIGNS SHALL BE IN ACCORDANCE WITH TABLE 1 BELOW:

CONCRETE CLASS	CEMENT	COMPRESSIVE STRENGTH	MINIMUM BAGS OF PORTLAND CEMENT	FINE AGGREGATE	COARSE AGGREGATE
C	C150 TYPE 1	4,000	6.5	C33	57
CONCRETE CLASS	W/C RATIO (1)	FLY ASH (2)	AE (3)	WR (4)	HRWR (5)
C	0.45	15-25	YES (4-7%)	YES	YES

- (1) W/C IS WATER CEMENTITIOUS RATIO BY WEIGHT.
- (2) FLY ASH, PERCENT OF TOTAL CEMENTITIOUS MATERIAL BY WEIGHT. REDUCE FLY ASH PERCENTAGE TO 15--20% FROM OCTOBER THROUGH MARCH.
- (3) AE IS AIR ENTRAINING ADMIXTURE, AND SHALL BE SIMILAR AND EQUAL TO MASTER BUILDERS MASTERAIR AE 90.
- (4) WR IS WATER REDUCING ADMIXTURE, AND SHALL BE SIMILAR AND EQUAL TO MASTER BUILDERS MASTERPOZZOLITH 322.
- (5) HRWR IS HIGH RANGE WATER REDUCER, AND SHALL BE SIMILAR AND EQUAL TO MASTER BUILDERS MASTERRHEOBUILD 1000.
- (6) SLUMP OF CONCRETE SHALL BE 4-INCH MAXIMUM, PRIOR TO THE ADDITION OF HRWR.
2. SETS OF FIELD CONTROL CONCRETE CYLINDER SPECIMENS WILL BE TAKEN DURING THE PROGRESS OF THE WORK, IN COMPLIANCE WITH ASTM C31. THE NUMBER OF SETS OF CONCRETE TEST CYLINDERS TAKEN OF EACH CLASS OF CONCRETE PLACED EACH DAY SHALL NOT BE LESS THAN ONCE A DAY, NOR LESS THAN ONCE FOR EACH 50 CUBIC YARDS OF CONCRETE. A "SET" OF TEST CYLINDERS CONSISTS OF FIVE (5) CYLINDERS: THREE TO BE BROKEN AT THREE DAYS AND THEIR STRENGTHS AVERAGED, AND TWO (2) TO BE USED TO VERIFY STRENGTH AFTER THREE DAYS IF THREE DAYS BREAKS ARE LOW.
3. REINFORCING STEEL FABRICATION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CRSI MANUAL OF STANDARD PRACTICE.
4. ALL REINFORCING BARS TO BE CONTINUOUS OR HAVE MINIMUM LAP SPLICE AS IDENTIFIED IN DETAIL H/SHEET 7, INCLUDING CORNER BARS. ALL BARS TO BE GRADE 60, ASTM A615.
5. ALL REINFORCING STEEL IS TO BE LOCATED 3" CLEAR FROM BOTTOM AND SIDES OF FOOTING WHEN EXPOSED TO EARTH, 2" CLEAR COVER IS REQUIRED WHERE ADJACENT TO FORMWORK, UNLESS OTHERWISE SHOWN ON THE PLANS.
6. FURNISH SUPPORT BARS OR ACCESSORIES AS NECESSARY TO KEEP REINFORCEMENT IN THE LOCATION SHOWN OR SPECIFIED.
7. FLOOR SLAB SHALL BE GIVEN A HARD TROWEL FINISH.
8. PROVIDE ALL CONCRETE WORK, FORMS, REINFORCING, AND RELATED ITEMS NECESSARY TO COMPLETE THE WORK INDICATED ON THE DRAWINGS.
9. CONCRETE SHALL BE CURED USING A WATER-BASED CURING COMPOUND SIMILAR AND EQUAL TO W.R. MEADOWS 1100--CLEAR.
10. THE MINIMUM TEMPERATURE OF CONCRETE IMMEDIATELY AFTER PLACEMENT AND DURING THE PROTECTION PERIOD SHALL BE 55° F. CONTRACTOR SHALL USE BLANKETS OR SUPPLEMENTAL HEAT AS NECESSARY TO PROVIDE CONTINUOUS MOIST, WARM CURING FOR A TOTAL OF AT LEAST 100 DEGREE-DAYS OF CURING. THE MAXIMUM CONCRETE TEMPERATURE DURING PLACEMENT AND DURING THE CURING PERIOD SHALL BE 90° F.

DOWELING ADHESIVE NOTES:

1. DOWELING ADHESIVE SHALL BE A HIGH STRENGTH, TWO PART EPOXY ADHESIVE SUPPLIED IN SINGLE CARTRIDGES SEPARATING THE RESIN FROM THE HARDENER, AND CAPABLE OF DISPENSING AN ACCURATELY PROPORTIONED ADHESIVE MIXTURE. DOWELING ADHESIVE SHALL BE HIT-HY 200 V3 BY HILTI CORPORATION, TULSA, OKLAHOMA, SET 3G BY SIMPSON STRONG-TIE COMPANY, PLEASANTON, CALIFORNIA, AC208+H BY DEWALT, TOWSON, MARYLAND, OR APPROVED EQUAL.
2. THE CONTRACTOR SHALL ADHERE TO THE DOWELING ADHESIVE MANUFACTURER'S RECOMMENDATIONS REGARDING STORAGE TEMPERATURE, APPLICATION TEMPERATURE, APPLICATION TIME, INITIAL AND FINAL CURE TIME, AND ANY PRODUCT EXPIRATION DATES.
3. DRILL THE HOLE DIAMETER BASED ON THE FOLLOWING: #4 REBAR, $\frac{5}{8}$ -INCH DIAMETER; #5 REBAR, $\frac{3}{4}$ -INCH DIAMETER; #6 REBAR, $\frac{7}{8}$ -INCH DIAMETER; #7 REBAR, 1 -INCH DIAMETER; #8 REBAR, 1 $\frac{1}{8}$ -INCH DIAMETER. MINIMUM EMBEDMENT LENGTH OF REBAR AND ANCHOR DOWELS SHALL BE AS IDENTIFIED IN THE PLANS.
4. CLEAN THE DRILLED HOLE BY BLOWING THE HOLE 4-TIMES WITH COMPRESSED AIR (90 psi MINIMUM); BRUSHING THE HOLE 4-TIMES (FULL DEPTH); AND BLOWING THE HOLE 4 ADDITIONAL TIMES WITH COMPRESSED AIR (90 psi MINIMUM).
5. MARK THE EMBEDMENT LENGTH ON THE REBAR OR ANCHOR PRIOR TO ITS INSTALLATION.
6. WASTE THE DOWELING ADHESIVE UNTIL A CONSISTENT COLOR IS DISPENSED. THIS IS TO ENSURE THAT AN ACCURATELY PROPORTIONED ADHESIVE MIXTURE IS ACHIEVED.
7. FILL THE HOLE WITH DOWELING ADHESIVE FROM THE BOTTOM OF THE HOLE UPWARDS UNTIL THE HOLE IS APPROXIMATELY $\frac{3}{4}$ FULL.
8. INSTALL THE REBAR OR ANCHOR TO ITS REQUIRED EMBEDMENT LENGTH.

STEEL NOTES:

1. ALL STRUCTURAL STEEL SHALL BE FABRICATED, ERECTED, AND CONNECTED IN COMPLIANCE WITH THE LATEST AISC SPECIFICATIONS. MINIMUM THICKNESS OF CLIP ANGLES OR CONNECTOR PLATES SHALL BE 1/4".
2. ALL WELDING SHALL BE DONE IN ACCORDANCE WITH LATEST EDITION OF THE STRUCTURAL WELDING CODE, AWS D1.1. WELD FILLER METAL SHALL BE E70XX ELECTRODES, UNLESS OTHERWISE SPECIFIED. MINIMUM WELD SIZE SHALL BE 3/16 INCH FILLET WELD, UNLESS OTHERWISE NOTED. ALL WELDS SHALL BE FIELD PAINTED AS SPECIFIED, OR COATED WITH A MINIMUM OF TWO (2) COATS OF COLD GALVANIZING FOR GALVANIZED STEEL MEMBERS.

JOINT SEALANT NOTES:

1. EXPANSION JOINT SEALANT SHALL BE MASTER BUILDERS MASTERSEAL NP 2, OR APPROVED EQUAL.

LEGEND

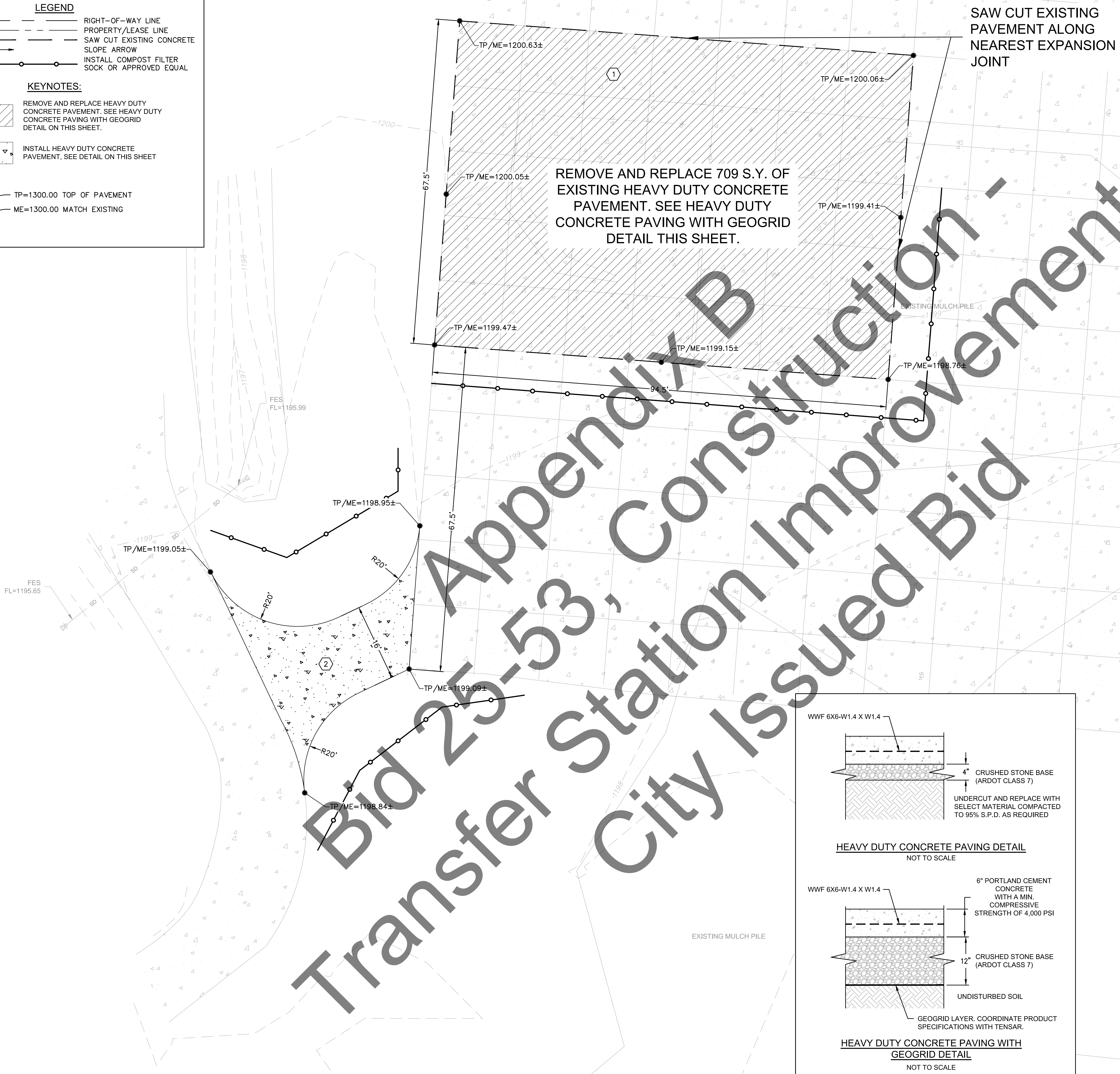
--- RIGHT-OF-WAY LINE
--- PROPERTY/LEASE LINE
--- SAW CUT EXISTING CONCRETE
--- SLOPE ARROW
--- INSTALL COMPOST FILTER SOCK OR APPROVED EQUAL

KEYNOTES:

① REMOVE AND REPLACE HEAVY DUTY CONCRETE PAVEMENT. SEE HEAVY DUTY CONCRETE PAVING WITH GEOGRID DETAIL ON THIS SHEET.

② INSTALL HEAVY DUTY CONCRETE PAVEMENT, SEE DETAIL ON THIS SHEET

--- TP=1300.00 TOP OF PAVEMENT
--- ME=1300.00 MATCH EXISTING

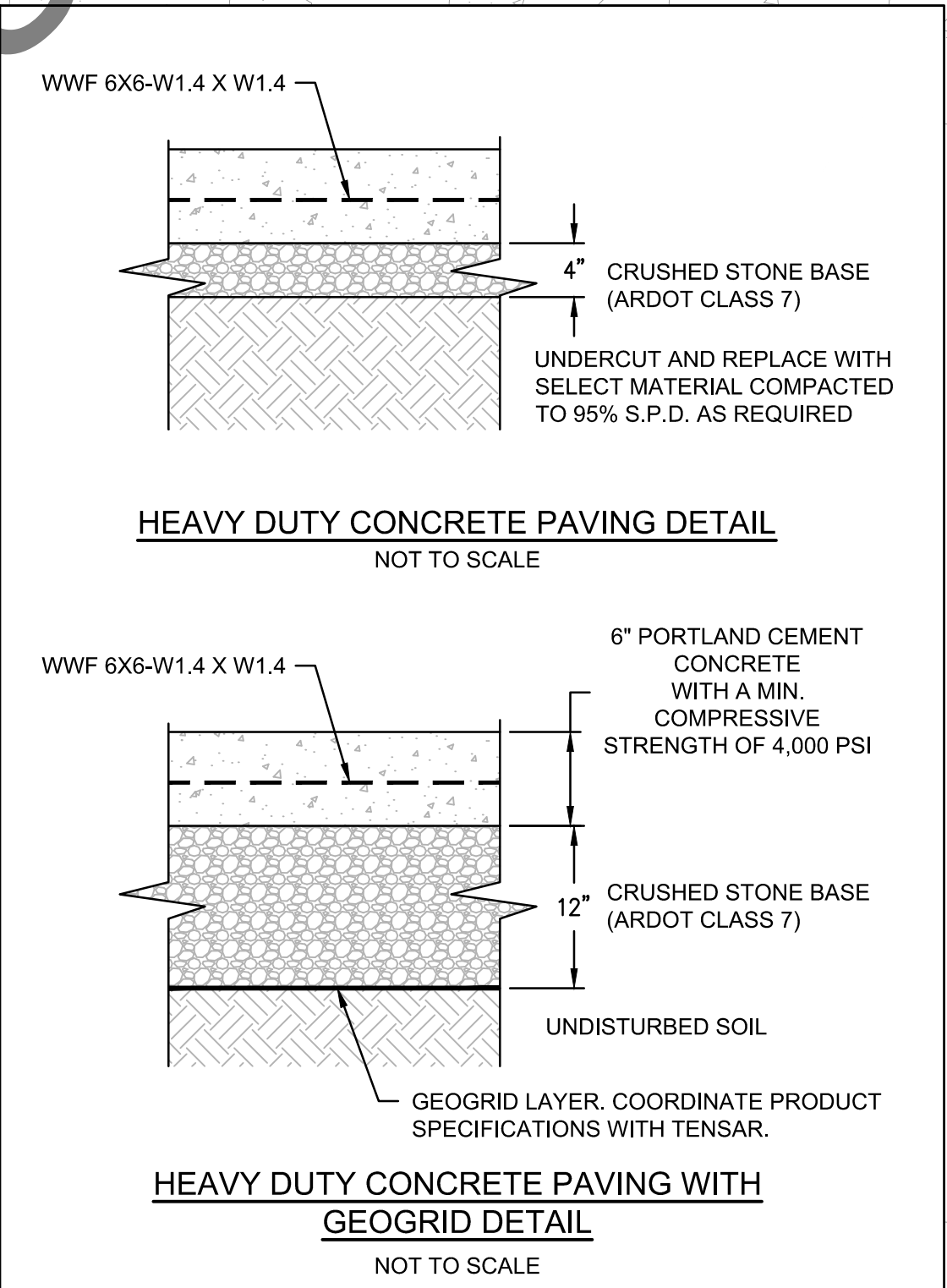


SAW CUT EXISTING PAVEMENT ALONG NEAREST EXPANSION JOINT

REMOVE AND REPLACE 709 S.Y. OF EXISTING HEAVY DUTY CONCRETE PAVEMENT. SEE HEAVY DUTY CONCRETE PAVING WITH GEOGRID DETAIL THIS SHEET.

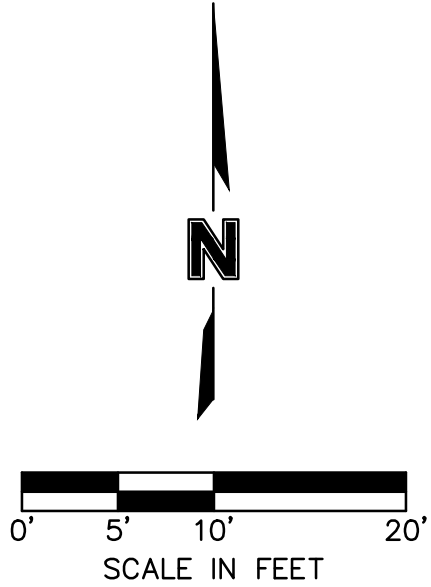
- DEMOLITION NOTES:**
1. ALL REMOVED MATERIAL SHALL BE HAULED TO THE EAST PORTION OF THE SITE AS DIRECTED BY THE OWNER. CONTRACTOR TO NOTIFY ENGINEER IF POTENTIALLY HAZARDOUS SUBSURFACE MATERIAL IS ENCOUNTERED.
 2. SAWCUT OF EXISTING PAVEMENT SHALL BE TO NEAREST JOINT LINE.
 3. CRUSHED STONE FILL CAN BE STOCKPILED AND REUSED, IF IT HAS PROPER GRADATION CHARACTERISTICS AS DETERMINED BY GEOTECHNICAL ENGINEER DURING CONSTRUCTION.
 4. UPON REMOVAL OF SURFACE MATERIALS, THE EXPOSED SUBGRADE SHOULD BE CAREFULLY OBSERVED BY A GEOTECHNICAL ENGINEER.
 5. ANY SOFT OR UNSTABLE AREAS WHICH ARE DETECTED AT THE EXPOSED GRADE OR DURING THE EXCAVATION FOR THE FOOTINGS SHOULD BE UNDERCUT AND REPLACED WITH LOAD BEARING FILL. REFER TO GEOTECHNICAL REPORT.
 6. CONTRACTOR TO PROVIDE TRAFFIC CONTROL ROUTING AD PLANS FOR THE CONSTRUCTION INCLUDED IN THESE PLANS. CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS FOR THE STREET CLOSURES AND COORDINATE THESE CLOSURES WITH THE CITY AS REQUIRED.

- GRADING NOTES:**
1. ALL ELEVATIONS ARE TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
 2. STRIPPINGS ARE TO BE STOCKPILED ON-SITE AS DIRECTED BY THE ENGINEER. FOLLOWING THE COMPLETION OF THE GRADING, THIS TOPSOIL SHALL BE USED AS FILL MATERIAL ON ALL LANDSCAPED AREAS. IF STOCKPILE IS INACTIVE FOR MORE THAN 14 DAYS, STABILIZE OR PROTECT THE PERIMETER.
 3. ALL HERBACEOUS VEGETATION SHALL BE REMOVED FROM WITHIN THE LIMITS OF THE GRADING AND REDISTRIBUTED WITH THE TOPSOIL AS OUTLINED IN NOTE #2.
 4. CONTRACTOR SHALL USE CAUTION AROUND ANY EXISTING UTILITIES LOCATED ONSITE. THEY SHALL BE RESPONSIBLE FOR THE REPAIRS OF SUCH STRUCTURES WHEN BROKEN OR OTHERWISE DAMAGED BY THE NEW CONSTRUCTION.
 5. THE PROPOSED CONTOURS REPRESENT TOP OF SLAB IN PAVEMENT AREAS AND FINISHED GRADE IN ALL OTHER AREAS. QUANTITIES DO NOT TAKE INTO ACCOUNT CORE-OUT OR ANY OVER-EXCAVATION.
 6. CONTRACTOR SHALL ADDRESS ANY GRADING RECOMMENDATIONS IDENTIFIED IN THE GEOTECHNICAL INVESTIGATION. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO DO A FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
 7. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES, PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS AND TO THE BEST OF OUR KNOWLEDGE CONSTITUTES ALL KNOWN FACILITIES. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT AN UNDERGROUND LOCATE SERVICE IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
 8. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
 9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SEDIMENT CONTROL BARRIERS FOR A PERIOD OF 1 YEAR OR UNTIL THEY ARE RELEASED FROM THIS RESPONSIBILITY BY THE ENGINEER, WHICHEVER PERIOD IS SHORTER.
 10. ALL ITEMS REMOVED SHALL BE DISPOSED OFF SITE BY THE CONTRACTOR AS PER CITY OF FAYETTEVILLE REQUIREMENTS.
 11. IN ALL LOCATIONS WHERE NEW PAVEMENT ABUTS EXISTING, SAW CUT EXISTING PAVEMENT AS NECESSARY TO PROVIDE A SMOOTH TRANSITION AT THE JOINT. MATCH EXISTING GRADES AT THE JOINT IN ALL LOCATIONS.
 12. CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN 1 FOOT VERTICAL IN 3 FEET HORIZONTAL.
 13. IN ALL LOCATIONS WHERE NEW PAVEMENT ABUTS EXISTING, SAW CUT EXISTING PAVEMENT AS NECESSARY TO PROVIDE A SMOOTH TRANSITION AT THE JOINT. MATCH EXISTING GRADES AT THE JOINT IN ALL LOCATIONS.



BENCHMARK:

BENCHMARK #1
80D NAIL W/ PINK DIVOT
N: 630143.4430'
E: 680850.4650'
RIM ELEV. = 1198.56'



olsson

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Fayetteville, AR 72703

olsson.com
TEL 479.443.3404
FAX 479.443.4340
Olsson - Engineering
Arkansas COA #1010

BY

DESCRIPTION

FOR CONSTRUCTION

DATE

REV. NO.

1 11/04/2025

REVISIONS

2025

PAVEMENT REPAIR & DRIVE ADDITION

FAYETTEVILLE COMPOST FACILITY

FAYETTEVILLE, AR

drawn by: JBV
designed by: CGS
project no.: 024-03935
date: 11.04.2025

SHEET
1 OF 1

Bid 25-53, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, December 04, 2025

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 25-53, Construction – Transfer Station Improvements

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. CLARIFICATIONS:

- a. The City of Fayetteville will be responsible for the traffic control plan and marking the area through the site, coordinating with the contractor's schedule.
- b. If any portions of the site need to be closed that are regularly accessible to the public, the contractor shall coordinate those closures with the City of Fayetteville. The City will communicate any closures to the public.
- c. The City will be responsible for on-site material testing.

2. LINE ITEM MODIFICATIONS:

Line Item 16 for "Additional 12-inch Undercut and Subgrade Preparation" has been added with a quantity of 709sy.

3. ATTACHMENTS:

- a. Attachment A: Olsson Addendum
- b. Attachment B: Updated Measurement and Payment
- c. Attachment C: Pre-Bid Meeting Sign-In Sheet



12/03/2025

To All Prospective Bidders:

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ADDENDUM ITEMS

Item #1 – Additional Allowance for Undercut and Subgrade Preparation

An additional allowance has been added for undercut and subgrade preparation. This item has been incorporated into the Unit Price Bid Schedule and Specifications Section 01271 – Measurements and Payment. The unit price shall include, but is not limited to, excavation, disposal, import of suitable materials, compaction, and all associated labor and equipment necessary to complete the work as directed by the Engineer.

Bidders shall utilize the revised Unit Price Bid Schedule provided with this Addendum and reference the updated Specification Section 01271 for detailed measurement and payment criteria.

Item #2 – Clarification Regarding Excavated Materials

It is hereby clarified that excavated materials generated as part of this project may be stored onsite, at locations designated by the City of Fayetteville. Offsite hauling and disposal of excavated materials will not be required, unless otherwise directed by the City. The Contractor shall coordinate with the City on where materials are to be stockpiled and ensure materials are maintained in a neat and orderly fashion.

GENERAL NOTES

1. All other terms, conditions, and requirements of the original Bid Documents remain unchanged.
2. Bidders shall adjust their proposals accordingly to reflect the revisions included herein.
3. This Addendum must be acknowledged in accordance with the bid submission requirements.

Sincerely,

Matthew Loos, PE
Olsson Vice President

SECTION 01271 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes delineation of measurement and payment criteria applicable to unit price work whether the unit price items are part of a unit price contract or are part of a Stipulated Price contract.
- B. Defect assessment and non-payment for rejected work.

1.02 AUTHORITY

- A. Measurement methods are delineated for each individual bid item under this section.
- B. The Engineer will take all measurements and compute quantities accordingly.
- C. Contractor shall assist by providing necessary equipment, workers, and survey personnel as required.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Items measured by weight will use specified standard handbook weights unless otherwise specified in this section for an individual item.
- B. Measurement by Volume: Unless herein noted differently, volume shall be measured by cubic dimension using mean length, width and height or thickness with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.
- C. Measurement by Area: Unless herein noted differently, area shall be measured by square dimension using mean length and width or radius, with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.
- D. Linear Measurement: Unless herein noted differently, linear measurements shall be measured at the item centerline or mean chord, with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

- E. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.05 **PAYMENT**

- A. Payment Includes: Except as modified herein, payment shall be full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.06 **DEFECT ASSESSMENT**

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct the following remedy:
 - 1. The defective Work will be repaired to the instructions of the Engineer, and the unit price will be adjusted to a new price at the discretion of the Engineer.
- C. The authority of the Engineer to assess the defect and identify payment adjustment is final.

1.07 **NON-PAYMENT FOR REJECTED PRODUCTS**

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines, levels or boundaries of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling and disposing of rejected Products.
 - 7. Work performed beyond the specified limits unless authorized by the Engineer.

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

1.08 BID ITEMS

1. General Conditions

Payment for the above item will be paid for at the lump sum (LS) price bid. This item includes full compensation for the Performance and Payment bond required by the Contract, and any other items required by the General Conditions or Supplemental Conditions.

2. Mobilization

Payment for the above item will be paid for at the lump sum (LS) price bid. The payment shall cover mobilization required to construct the project as shown on the Plans and stated in the Specifications. This item includes full compensation for the mobilization required by the Contract, including all materials, equipment and labor costs. Mobilization shall not exceed 5% of the total bid amount (not including bonds and insurance and trench and excavation safety).

3. OSHA Trench Safety

Payment for the above item will be paid for at the lump sum (LS) price bid. This item includes full compensation for the OSHA Trench Safety required by the contract. After award of contract, the Contractor shall submit to the Owner a cost breakdown for the work involved in the lump sum price bid for OSHA Trench Safety System and shall, with each periodic payment request, submit a certification by the “competent person” as defined in 29 CFR 1926.650(b) that the Contractor has complied with the provisions of the OSHA Standard for Excavation and Trench Safety Systems, 29 CFR 1926 Subpart P, for work for which payment is requested. Periodic payments will be made in proportion to the amount of work accomplished, as determined by the Owner, and will be full compensation for trench and excavation safety, including all materials, labor, and incidentals necessary to perform the work.

4. Furnish, Install, and Maintain Erosion Control Measures

Payment for the above item will be paid for at the lump sum (LS) price bid. Payments shall be full compensation for supply, installation, and maintenance of the erosion control measures as shown on the Plans and stated in the Specifications including inspections, disposal costs, and all materials, equipment, tools, labor, and incidentals necessary to complete the work.

5. Construct Baler Sump Modifications

Payment for the above item will be paid for at the lump sum (LS) price bid. Payments shall be full compensation for the complete construction of the Baler Sump Modifications as shown on the Plans and stated in the Specifications including removal and reinstallation of the steel hatches, removal of the concrete lip, installation of the reinforcing steel, construction of formwork, installation of miscellaneous metals, placement of the reinforced concrete, concrete finishing,

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

disposal of all demolished materials, and all materials, equipment, tools, labor, testing, and incidentals necessary to complete the work. The Owner will provide disposal containers and haul-off.

6. Furnish and Install 6-inch Reinforced Concrete for Compost Pad Entrance Drive

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of reinforced concrete (6-inch thickness) furnished and installed for the Compost Pad Entrance Drive as shown on the Plans and stated in the Specifications including formwork, reinforcing steel, concrete finishing, curing, protection, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

7. Furnish and Install 4-inch Class 7 Crushed Stone Base

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of Class 7 Crushed Stone Base (4-inch thickness) furnished and installed including aggregate base, hauling, grading, compaction, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

8. Remove 24-inch Undercut and Prepare Subgrade

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as removed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of 24-inch undercutting performed as shown on the Plans and stated in the Specifications including excavation, hauling, disposal costs, preparation of the finished subgrade, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

9. Furnish and Install Select Fill

Payment for the above item will be paid for at the price bid for each cubic yard (CY) of select fill measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each cubic yard of select fill furnished and installed, including select fill material, hauling, compaction, and all other materials, equipment, tools, labor, testing, and incidentals necessary to complete the work.

10. Saw Cut and Remove Existing Concrete Compost Pad

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as removed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of concrete compost pad removed and loaded into disposal containers, including all concrete sawcutting,

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

materials, equipment, tools, labor, and incidentals necessary to complete the work. The Owner will provide disposal containers and haul-off.

11. Furnish and Install 6-inch Reinforce Concrete Compost Pad

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of reinforced concrete (6-inch thickness) furnished and installed for the Compost Pad as shown on the Plans and stated in the Specifications including formwork, reinforcing steel, concrete finishing, curing, protection, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

12. Furnish and Install 12-inch Class 7 Crushed Stone Base

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of Class 7 Crushed Stone Base (12-inch thickness) furnished and installed including aggregate base, hauling, grading, compaction, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

13. Furnish and Install Geogrid Layer

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as installed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of geogrid furnished and installed for the Compost Pad as shown on the Plans and stated in the Specifications including geogrid material and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

14. Remove 12-inch Undercut and Prepare Subgrade

Payment for the above item will be paid for at the price bid for each square yard (SY) measured as removed as shown on the Plans and stated in the Specifications. Payments shall be full compensation for each square yard of 12-inch undercutting performed as shown on the Plans and stated in the Specifications including excavation, hauling, disposal costs, preparation of the finished subgrade, and all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

15. Additional Undercut and Subgrade Preparation (Allowance)

Payment for this item will be made under the established Allowance for 12-inch Undercut, as identified in the Unit Price Bid Schedule. The allowance shall be utilized only upon direction of the Engineer and will be applied to the actual quantity of undercut authorized and performed. This allowance provides full compensation for all work associated with the additional 12-inch undercut, including but not limited to

SECTION 01271 – MEASUREMENT AND PAYMENT (continued)

excavation, stockpiling or handling of excavated material, placement and compaction of suitable replacement material, preparation of the finished subgrade, and all associated materials, equipment, tools, labor, testing, and incidentals necessary to complete the work in accordance with the Plans and Specifications. No separate payment will be made beyond the allowance unless approved by the City. The Contractor shall track and document the actual square yards (SY) of undercut performed under this allowance to the satisfaction of the Engineer. Payment will be made based on the authorized quantities and the established allowance amount, not on unit price measurement.

There shall be no separate payment for all other labor, equipment, materials, incidentals, tools, appurtenances, permits and not specifically listed in the Bid Form work required for a complete installation acceptable to the City of Fayetteville.

PART 2 – PRODUCTS - Not Applicable

PART 3 – EXECUTION - Not Applicable

END OF SECTION 01271



Attachment C: Pre-Bid Meeting Sign-In Sheet

City of Fayetteville, Arkansas Attendance Sheet

BID/RFP/RFQ #: 25-53

Description: CONSTRUCTION - TRANSFER STATION IMPROVEMENTS

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 12 / 2 / 25 Time: 11:00am

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	KENNY FITCH	COF	SR PROJ AGENT	575 8258	kfitch@
2	Treyel Young	COF	Proc Agent	575-8289	tyoung@
3	Andrew Cook	COF	Operations Mgr.	601-5719	acook@fayetteville-ar.gov
4	Robert Calvillo	Steve Beam Construction	Estimator	479-551-1872	rcalvillo@stevebeamconstruction
5	Josh Durham	Hawkins-Weir Engineers	Project Manager	479-455-2206	josh.durham@hawkins-weir.com
6	Ben Warren	Southern Brothers Const.	Owner Estimator	972-273-9966	ben.warren@sobroco.com
7	Brock Posey	Southern Brothers Const.	Owner		
8	Andrew Ellis	Legacy Construction	Estimator	479-238-2604	aellis@legacy-const.com
9	Brett D. Peters	HWEI	President & CEO	(479) 651-3366	brett.peters@hawkins-weir.com
10	Brian Rush	City of Fayetteville	Waste Reduction ^{manager}	479-718-7685	brush@fayetteville-ar.gov
11	Steven Hardister	City of Fayetteville	Facility Supervisor	479-957-5245	shardister@fayetteville-ar.gov
12	Wade Abernathy	COF	CONST. Director	8363	wabernathy@
13	MATT LOOS	OLSSON	ENGINEER	(501) 733-2240	mloos@olsson.com
14	Brian Bekemeier	COF	Asst operation manager	(479) 601-4717	bbekemeier@fayetteville-ar.gov
15					
16					
17					
18					

Meeting Notes, Decision, Description of Handouts, etc:



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Peter Nierengarten, Environmental Director
SUBJECT: **Litter Abatement Program with Genesis Church**

RECOMMENDATION:

Staff recommends approval of contract amendment 4 with Genesis Church for continuation of a litter abatement program in partnership with the City of Fayetteville.

BACKGROUND:

In recent years the City of Fayetteville has experienced unprecedented growth in population. This growth has exacerbated an ongoing litter problem across the city and in specific geographic areas notably along streets, trails, parks and streams. The presence of litter degrades our environment, impacts water quality and threatens our quality of life. The City has developed and currently operates numerous adopt-a-trail, adopt-a-street and adopt-a-park initiatives in partnership with volunteer groups to manage and abate litter, but the problem continues to grow.

Simultaneously, Fayetteville is seeing a growing population of unsheltered residents camping primarily in urban woodlands along trails and streams within the City. Several programs and agencies are working in coordination to address this homelessness challenge, but additional support and coordination is needed to address this growing issue.

In June 2022, the City of Fayetteville and Genesis Church worked to develop a 6-month litter abatement pilot program to allow unsheltered individuals a paid work opportunity to beautify the City of Fayetteville by picking up litter in designated areas. In January 2023, the Fayetteville City Council approved a 1-year contract with Genesis Church to continue the litter abatement program and in 2024 and 2025, the Council further continued the program. So far in 2025, participants have removed over 220,000 lbs of litter from creeks, parks, trails and streets primarily in South Fayetteville.

DISCUSSION:

The City of Fayetteville proposes to continue and expand the Litter Abatement Program into 2026. Expansion of the program will include work to help manage the City's Household Hazardous Waste Drop-off, which was recently expanded from one to two days per week. Genesis Church will continue to manage the day-to-day operations of the Litter Abatement program and will provide staff support for the Household Hazardous Waste Drop-off trailer two days per week. They will supervise workers, provide transportation, provide lunch, provide access to local social services and pay workers at the end of each week.

In partnership with the Boston Mountain Solid Waste District, the City will provide all containers and personal protective equipment for the safe collection of household hazardous waste. The City will also provide all litter

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

collection supplies and direct litter abatement crews to identified locations for litter collection. Litter that has been collected and bagged by the litter abatement crews will then be delivered to the Recycling and Trash Division's transfer station on Happy Hollow Road.

The City in partnership with Genesis Church will continue to collect data and metrics that will be utilized to determine the effectiveness of the project.

BUDGET/STAFF IMPACT:

The maximum not-to-exceed amount authorized for this project is \$170,500. Funding for the work will come from the Miscellaneous Program's contract services budget.

ATTACHMENTS: 3. Staff Review Form, 4. Genesis MOA - Final



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2685

A RESOLUTION TO APPROVE AMENDMENT 4 TO THE MEMORANDUM OF AGREEMENT WITH GENESIS CHURCH OF FAYETTEVILLE FOR CONTINUATION OF A LITTER ABATEMENT PROGRAM THROUGH 2026 IN AN AMOUNT NOT TO EXCEED \$170,500.00

WHEREAS, in June 2022, the City of Fayetteville and Genesis Church worked to develop a 6-month litter abatement pilot program to allow unsheltered individuals a paid work opportunity to beautify the City of Fayetteville by picking up litter in designated areas and, due to the program's success, the City and Genesis Church have extended the contract for the past two years; and

WHEREAS, in 2024 participants removed over 121,000 pounds of litter from creeks, parks, trails and streets primarily in South Fayetteville and over 220,000 pounds of litter in 2025; and

WHEREAS, City staff recommend continuing the litter abatement program through 2026 and funding an additional crew that will work across the City.

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 Rawn to sign Amendment 4 to the Memorandum of Agreement with Genesis Church of Fayetteville for the continuation of a Litter Abatement Program through 2026 in an amount not to exceed \$170,500.00.

City of Fayetteville Staff Review Form

2025-2685

Item ID

1/6/2026

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

Peter Nierengarten

12/11/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve contract amendment 4 with Genesis Church for continuation of a litter abatement program in partnership with the City of Fayetteville.

Budget Impact:

1010.090.6600-5315.00

Miscellaneous Program

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 170,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 170,500.00

Does item have a direct cost? Yes

Item Cost

\$ 170,500.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # Res. 2-25

Change Order Number: 4

Approval Date: 1/7/2025

Original Contract Number:

Comments:

**AMENDMENT 4 TO MEMORANDUM OF AGREEMENT FOR THE
FAYETTEVILLE LITTER ABATEMENT PROGRAM**

This Amendment 4, made and entered into on this ____ day of ____, 2026, by and between the City of Fayetteville, Arkansas ("City") and Genesis Church of Fayetteville ("Genesis"), witnesseth:

WHEREAS, homelessness is a significant public issue for many Fayetteville residents; and,

WHEREAS, the City supports and encourages programs that address the critical health and safety needs of unsheltered individuals; and,

WHEREAS, on June 17, 2022, the City and Genesis entered into an Agreement establishing a pilot program to help ensure that unsheltered Fayetteville residents have a work opportunity and access to support services; and,

WHEREAS, since that time the City and Genesis have partnered to operate a program providing persons experiencing homelessness with paid work opportunities by picking up debris and collecting waste materials in designated areas within the City of Fayetteville which has beautified the City (the "Program").

NOW, THEREFORE, the City of Fayetteville, Arkansas and Genesis Church agree to amend their original Agreement as follows:

1. The City of Fayetteville, Arkansas and Genesis agree to extend the term of their agreement through December 31, 2026. This Amendment 4 shall be effective on _____, and supersedes and replaces all of the terms, conditions, and obligations contained in previous agreements.

2. The City of Fayetteville, Arkansas agrees to:

A. Reimburse Genesis Church for:

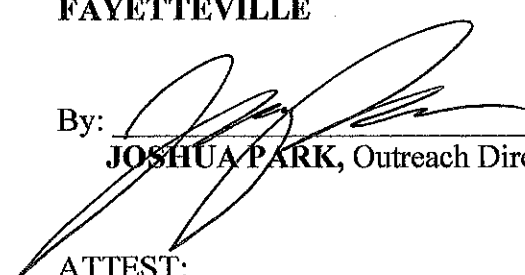
- 1) Payments made to independent contractors participating in the Program at a rate of \$12.50 per hour.
- 2) The supervisory position at a rate of \$17.00 – \$19.00 per hour based on experience; plus taxes, workers' compensation insurance and other withholdings.
- 3) The Program Coordinator position at a rate of \$500.00 per week plus taxes, workers' compensation insurance and other withholdings.
- 4) The administration fee at a rate of \$3,000.00 per month.
- 5) Fuel and Diesel reimbursement for transportation provided for independent contractors to and from job sites and for transport of material to City Transfer Station.

- 6) Maintenance and repair of vehicles used specifically for Program, up to the total amount of \$7000.00 as allotted in Program budget. *(Limited to 2008 Ford F550 dump Truck and 1999 Ford Van)*
 - 7) Lunches provided to program participants, \$10.50 per meal.
 - B. The City agrees to provide the following equipment for this Program as needed and as agreed upon by the parties, including but not limited to:
 - Trash Grabbers;
 - Buckets;
 - Recycle Bins
 - Trash bags;
 - Safety vests; and
 - Gloves.
 - C. The City agrees to designate a contact person in the City's Recycling and Trash Collection Division who will assign work sites.
 - D. Accept trash at the City's Transfer Station or other designated drop location.
3. Genesis Church agrees to:
- A. Designate a representative to direct and coordinate Genesis' responsibilities with respect to this Agreement.
 - B. Provide the Program's supervisors any required workers' compensation insurance and shall be solely responsible for any and all taxes and withholdings related thereto. Genesis also agrees to comply with all applicable state and federal tax, insurance, and employment laws.
 - C. Pay Program participants at a rate of \$12.50/hour worked as independent contractors. Genesis shall pay each participant weekly at the drop-off point at the end of the week.
 - D. Provide information about various local social services to the participants with a goal of ending their unsheltered status.
 - E. Collect and report data concerning the Project to the City including, but not limited to:
 - The number of participants of each day of the Program;
 - The number of individuals participating in the Program on more than one day and the total number of days each such person participated in the Program;
 - Provide an estimate of the amount of waste collected;
 - The monetary amount spent to pay participants for participation in the Program.

- F. Be responsible for determining the routes to each site as well as the pickup and drop off points for the participants.
 - G. Provide vehicles for the purposes of transporting independent contractors to and from the job sites and for transport of materials to the City Transfer Station.
 - H. Transport trash to the City's Transfer Station or other designated drop location.
 - I. Provide lunch for the Program's participants and supervisors each day the Program operates.
 - J. File, in a timely fashion and to the best of its ability, an Internal Revenue Service Form 1099 for any participant in the Program who receives more than Six Hundred Dollars (\$600.00) by means of the Program.
 - K. Provide the participants the equipment needed to perform their duties whether that equipment is purchased by Genesis or provided by the City.
 - L. Submit monthly invoice to the City showing proof hours worked, sites cleaned up, and amount of trash collected.
4. The maximum not to exceed amount for this agreement is \$170,500 and the term of this amended Agreement shall be from the effective date of this Amendment as provided above through December 31, 2026. The term of this Agreement may be extended by mutual agreement between Genesis and the Fayetteville City Council.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

**GENESIS CHURCH OF
FAYETTEVILLE**

By: 
JOSHUA PARK, Outreach Director

ATTEST:

By: _____

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
MOLLY A. RAWN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **Authorization to purchases from Wastequip Sourcewell Contract number 010825-WQI for the purchase of trash and recycling carts, Roll-Off Containers, Dumpsters, Compactors and related products and services through the contract expiration plus any additional future renewals.**

RECOMMENDATION:

Staff recommends authorizing purchases from Wastequip LLC Sourcewell Contract number 010825-WQI for the purchase of recycling bins and containers through the contract expiration plus any additional future renewals.

BACKGROUND:

The City of Fayetteville purchases carts and containers from Toter LLC, wholly owned subsidiary of Wastequip LLC, for use with the City's collection program. The sizes and dimensions of the carts and containers have remained the same since the inception of the Pay -As -You -Throw program to allow for better collection efficiencies on route and interchanging of carts and containers when replacement carts and containers are needed.

DISCUSSION:

The contract attached with this request is between Sourcewell and Wastequip. 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.

1. Pricing for contract #010825-WQI offers Sourcewell participating agencies the following discounts:
 1. Wastequip Steel Container Products: Special Market Pricing
 2. Confab Steel Container Products: Special Market Pricing
 3. Wastequip Compaction Products: Special Market Pricing
 4. Galbreath Mobile Products: 5% to 20% off Catalog List Pricing
 5. Amrep Mobile Products: Special Market Pricing
 6. ContainerPros: Special Market Pricing

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

7. Wastequip WRX: Special Market Pricing
8. Wastebuilt: Special Market Pricing
9. Mountain Tarp: Special Market Pricing

Term:

1. This Contract (010825-WQI) agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is canceled or extended as defined in this Agreement.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: 3. Staff Review Form, 4. Wastequip Contract 010825-WQI Sourcewell

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2492

A RESOLUTION TO APPROVE THE PURCHASE OF TRASH AND RECYCLING CARTS, ROLL-OFF CONTAINERS, DUMPSTERS, COMPACTORS AND RELATED PRODUCTS AND SERVICES AS NEEDED WITHIN THE APPROVED BUDGET FROM WASTEQUIP LLC, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of trash and recycling carts, roll-off containers, dumpsters, compactors, and related products and services on an as-needed basis within the approved budget from Wastequip LLC, pursuant to Sourcewell Cooperative purchasing contract number 010825-WQI.

City of Fayetteville Staff Review Form

2025-2492

Item ID

12/16/2025

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

Daryl Brigman

11/12/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Authorization to purchases from Wastequip Sourcewell Contract number 010825-WQI for the purchase of trash and recycling carts, Roll-Off Containers, Dumpsters, Compactors and related products and services through the contract expiration plus any additional future renewals.

Budget Impact:

5500.750.5060-5227.00

Containers RTC

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 93,000.00

Expenses (Actual+Encum)

\$ 50,983.79

Available Budget

\$ 42,016.21

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 42,016.21

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Wastequip #010825-WQI

Pricing for contract #010825-WQI offers Sourcewell participating agencies the following discounts:

- Wastequip Steel Container Products: Special Market Pricing
- Confab Steel Container Products: Special Market Pricing
- Wastequip Compaction Products: Special Market Pricing
- Galbreath Mobile Products: 5% to 20% off Catalog List Pricing
- Amrep Mobile Products: Special Market Pricing
- ContainerPros: Special Market Pricing
- Wastequip WRX: Special Market Pricing
- Wastebuilt: Special Market Pricing
- Mountain Tarp: Special Market Pricing

**MASTER AGREEMENT # 010825****CATEGORY: Bulk Solid Waste and Recycling Equipment****SUPPLIER: Wastequip Manufacturing Company LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #010825) to Participating Entities. In Scope solutions include:
- a. Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction;
 - b. Knuckleboom and grapple loaders;
 - c. Hook and hoist dumpster loaders;
 - d. Roll-off trucks; and
 - e. Refuse and recyclable material balers and compactors.
- Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants only Included Solutions of its manufacture, sold by the Supplier, or by a Supplier authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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 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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit undisputed payment, delinquent undisputed payments, underpayments of undisputed amounts, or other material deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither the Supplier nor Sourcewell may assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Notwithstanding the foregoing, Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible party and named in the Agreement. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Either Party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement TO THE EXTENT THE INCLUDED SOLUTIONS HAVE BEEN USED ACCORDING TO THEIR SPECIFICATIONS. Sourcewell's responsibility will be governed by the State of

Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Either Party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Recipient will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Breaching Party under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

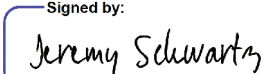
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

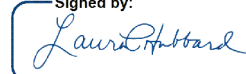
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually determined by Participating Entity and the Supplier. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.
- 9) **Force Majeure.** Supplier shall not be held responsible for delay or default caused by acts of God or other conditions that are beyond Supplier's reasonable control.

Sourcwell

Wastequip Manufacturing Company LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/29/2025 | 6:53 AM CDT

Signed by:

 834FF567BB0940B...
 By: _____
 Laura Hubbard
 Title: Director of Municipal Sales
 Date: 5/28/2025 | 5:46 PM EDT

010825-WQI

RFP 010825 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Wastequip Manufacturing Company LLC
(Bid Location) 841 Meacham Road
Address: Statesville, NC 28677
Contact: VICKY CONNELLY-TURMAN
Email: bids@wastequip.com
Phone: 800-424-0422 09641
HST#: 22-3191624

Submission Details

Created On: Thursday November 14, 2024 09:04:29
Submitted On: Wednesday January 08, 2025 09:47:56
Submitted By: VICKY CONNELLY-TURMAN
Email: bids@wastequip.com
Transaction #: 47b1e5d2-7634-436b-8161-d5c3fac75387
Submitter's IP Address: 4.37.174.194

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Wastequip Manufacturing Company LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Wastequip Manufacturing Company LLC's affiliates are its Wastequip sister companies, Confab, Galbreath (Pioneer), Amrep, ContainerPros, Wastequip WRX, Wastebuilt, and Mountain Tarp; however, Wastequip Manufacturing Company LLC is the Responsible Supplier to execute this master agreement with Sourcewell.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: C6CCF17GV7B7 CAGE Code: 1LRZ1	*
5	Provide your NAICS code applicable to Solutions proposed.	332420, 332439, 333131, 333310, 423830, 333923	
6	Proposer Physical Address:	6525 Carnegie Blvd, Suite 300 Charlotte, NC 28211	*
7	Proposer website address (or addresses):	www.wastequip.com	*
8	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):	Laura Hubbard Director of Municipal Sales 841 Meacham Road Statesville, NC 28677 lhubbard@wastequip.com 704-682-3398	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Vicky Connelly-Turman Bids/Contracts Supervisor - Steel 841 Meacham Road Statesville, NC 28677 vconnelly@wastequip.com 980-987-7602 ext. 9641	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie Clark Senior Manager, Bids and Contracts, Wastequip, LLC & Toter, LLC 841 Meacham Road Statesville, NC 28677 kclark@wastequip.com 980-987-7602 ext. 9584	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina, with over forty (40) manufacturing and service facilities throughout North America. Wastequip employs more than 2000 dedicated employees. We serve our customer base on a local level while delivering cost advantages that smaller manufacturers cannot achieve. This gives Wastequip a clear edge over our competitors. Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision is to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery, and outstanding customer service. Wastequip systematically acquired the leading businesses and brands over the course of three decades, combining them under the Wastequip name. These trademarks included everything from standard and specialized steel containers for every waste handling need, to garbage trucks to hoists, carts, and tarping systems, as well as container and compactor maintenance, repair, and service. For all of your waste handling needs, Wastequip is your "All In One" company.	*
12	What are your company's expectations in the event of an award?	Wastequip anticipates the following as a potential incumbent awardee: • Continue to raise market awareness of our Sourcwell contract, our goods, and services by partnering with other Awarded Sourcwell Vendors and providing comprehensive product purchase solutions through our Sourcwell contract. • Continue to promote Sourcwell among our current clientele and extend this service to Wastequip's recently acquired businesses. • Maintain and enhance our dealer networks' comprehension of Sourcwell and how to use our Sourcwell contract to obtain a competitive edge. • Continue to increase market share in order to sustain revenue growth. • Together, Wastequip and Sourcwell can provide Public Agencies with quality solutions within one "All In One" company.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The attached Organizational Chart shows Wastequip Manufacturing Company LLC's relationship to Wastequip, LLC and ultimately to Patriot Container Corp. Patriot Container Corp. is the level of ownership where we produce our financial statements and report earnings; therefore, we have attached a copy of our most recent unaudited financials. As a privately held company, our financial statements are proprietary trade secrets and we take great lengths to protect the confidentiality of this information by restricting disclosure of this information to those that have a need to know for a specific purpose (typically through non-disclosure agreements). Wastequip Manufacturing Company LLC is providing these financial statements as required by the RFP terms and trusts that Sourcwell will not post this information for public viewing and provide Wastequip Manufacturing Company with notice if a FOIA request is made for information that would include these financial statements. *You can find these attachments along with a referral letter from our bank uploaded in the Financial Strength and Stability Documents labeled, "RFP #010825 WQ Financial Strength and Stability"	*
14	What is your US market share for the Solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position upon request. Based on our internal estimates, we determined that most of Wastequip's business units are a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Most of our divisions do a small amount of business in Canada; therefore, we do not track our Canadian market share. However, we will seek further business in Canada, utilizing Canoe, and increasing Revenue.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Wastequip Manufacturing Company LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Wastequip Manufacturing Company LLC sales are made directly in North America by our Sales footprint of twenty-six (26) Regional Sales Managers (RSMs) currently, plus four (4) Division Sales Directors, one (1) Municipal Sales Director, and one (1) Vice President of Sales. Additionally, we depend on reputable dealers that aid us in building new business and offer support services in the US and Canada. Our RSMs and dealer network are fully supported by a team of Customer Service Representatives (CSRs), Inside Sales/ Call Specialists at the Wastequip Call Center, as well as a dedicated Bids/Contracts staff and Quality/Warranty Team. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff.	*
18	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.	Wastequip Manufacturing Company LLC has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses. We operate facilities that are OSHA compliant. Our steel waste containers, compactors, parts, and hoist systems meet or exceed the American National Standards Institute (ANSI) standards to ensure consistent quality and safety: • ANSI Z245.30 - 2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Safety Requirements. • ANSI Z245.60-2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Compatibility Dimensions. • ANSI Z245.2-2013 Stationary Compactors - Safety Requirements for Installation, Maintenance, and Operation. • ANSI Z245.5-2013 Baling Equipment - Safety Requirements for Installation, Maintenance, and Operation. • ANSI Z245.1-2017 Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment. Employees from several Wastequip divisions have been on or are currently serving on committees or subcommittees of the National Waste and Recycling Association.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Wastequip, LLC, the parent company of Wastequip Manufacturing Company LLC, has received several recognitions: • August 2023, our sister division, Wastebuilt, received an international GOLD dotCOMM award for its transformative digital presence in partnership with Americaneagle.com and OroCommerce. This award honors excellence in web creativity and digital communication and also recognizes the time and effort Wastebuilt invested to build a scalable, dynamic, and integrated solution to fix problems for our customers, for Wastebuilt, and all concerned in Wastequip's eCommerce/dotCOMM endeavors. Wastebuilt is the waste industry's online source for waste equipment supplies and replacement parts for refuse trucks, roll-off hoists, compactors, containers, and more. • March 2022, Wastequip was a nominee for Sustain Charlotte's 10th Annual Charlotte Sustainability Awards in the Large Business category. This award honors businesses for advancing smart growth and sustainability in Charlotte, NC. • October 2021, our sister division, Toter, was nominated for the "Coolest Thing Made in NC" by the NC Chamber. This competition celebrates North Carolina's manufacturers and shines a light on manufacturing careers and allows the public to nominate and vote for favorite products manufactured in North Carolina. Executive Team Awards: • Waste 360 awarded Wastequip's Brittany Taylor, Regional Sales Manager, to the 2023 class of "40 under 40" awards. Chance Hennig, Regional Sales Manager was also named to the 2021 Class. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling, and organics has made a significant contribution to the waste and recycling industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	For the product line being offered in this RFP, over the past three years, approximately 6% of our total sales were in the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	For the product line being offered in this RFP, over the past three years, approximately 1% of our total sales were in the education sector.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	***CONFIDENTIAL INFORMATION*** Sourcewell: • 2021 = \$12.7M • 2022 = \$10.3M • 2023 = \$12.9M Houston Galveston Area Council (HGAC): • 2021 = \$252K • 2022 = \$550K • 2023 = \$144K Texas BuyBoard: • 2021 = \$878K • 2022 = \$1.5M • 2023 = \$1.0M MassDEP: • 2021 = \$361K • 2022 = \$930K • 2023 = \$464K	*
24	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?	None are held at this time.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Temple, TX	Joseph Paine, Commercial Foreman	(254) 289-5725	*
City of Enumclaw Public Works, WA	Branden Herrell, Operations Manager	(360) 615-5659	*
Spartanburg County, SC	Steve Walker, Public Works Manager	(860) 706-3587	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
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26	Sales force.	The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSMs). Our direct Wastequip employed sales network consist of the following: • Wastequip Manufacturing Company LLC: Twenty-six (26) RSMs that cover the continental US, Hawaii, Alaska, and Canada and six (6) Customer Service Representatives (CSRs) • Confab Steel Group: Three (3) RSMs that cover the lower US West Coast and Hawaii and five (5) CSRs • Galbreath Mobile Group: Five (5) RSMs that cover the continental US and Canada and three (3) CSRs • Amrep Mobile Hoist Group: Five (5) RSMs that cover the continental US and Canada and eight (8) CSRs • ContainerPros: The strength of ContainerPros lies in its diverse and experienced workforce, including Directors, Project Managers, Project Coordinators, Data Coordinators, Project Supervisors, and Leads. Each professional brings a wealth of expertise and hands-on experience, ensuring that every project is executed with precision and care. This well-rounded team works seamlessly together, managing all aspects of service delivery from planning through completion. • Wastebuilt: Wastebuilt is Wastequip's Original Equipment Manufacturer (OEM) Parts Provider for Wastequip Products as well as Aftermarket Parts Provider for non-Wastequip Products. Wastebuilt is organized in four (4) US Regions: FLORIDA, EAST, CENTRAL and WEST. Each Region is Managed by a Regional Director and Outside Sales Team. Overall, there are seventeen (17) Outside Sales Representatives and an additional four (4) Field Merchandisers throughout the US. • Mountain Tarp: Mountain Tarp is the premier manufacturer of tarping systems for construction, agriculture and transportation applications. With six (6) manufacturing and installation sites, Mountain Tarp also works in conjunction with Wastequip WRX, multiplying Mountain Tarp locations across the country to handle customer repairs and new system installations. All Wastequip groups are supported by our four (4) Regional Sales Directors, our Director of Municipal Sales and the Bids/Contracts Team. Wastequip also has an Inside Sales Team furthering the above sales and support footprint, to provide quoting and assistance as needed. There are seven (7) Inside Sales team members, led by one (1) manager position. This team extends all of Wastequip's Sales teams, centrally located, to provide support across North America and beyond. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an exceptional level of sales, including, but not limited to making sales calls necessary to cover territories, assisting with test programs, and warranty administration. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	All Wastequip Groups rely on a wide and geographically diverse independent third-party dealer network and service providers who aid in developing new business and provide additional support services to Participating Entities. We are intent on providing quality "All In One" solutions. • Wastequip/Confab Steel Groups offer approximately fourteen (14) Preferred Dealers who employ personnel to handle sales, service, maintenance, and installation of Wastequip's products. • Galbreath Mobile Group has structured a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US and Canada. • Amrep Mobile Hoist Group offers a geographically diverse independent third-party dealer network consisting of six (6) dealers with eleven (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from five (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams. • Wastequip WRX offers ten (10) service locations across the US. If the customer cannot be serviced through one of our locations, we will provide services through our 3rd Party network. • Mountain Tarp has a well-established Dealer network to provide Tarp sales and service across the United States.

28	Service force.	All Wastequip Groups depend on a vast and geographically varied network of independent third-party dealers and service providers who help Wastequip grow its business and offer extra support services. We also employ division specific engineering staff who are available for specific design projects or technical requirements. Wastequip provides "All In One" solutions. • Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service, and repair of equipment. • Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service, and repair of equipment assistance. • ContainerPros, a service division, is highly skilled and versatile to provide owners and operators with an array of specialized professional waste management services including container assembly, maintenance, service, consulting, sales and marketing, and customer management across the United States and Canada. • Wastequip WRX, another service division, provides repair services for all makes and models of commercial refuse trucks and trash compactors/balers. • Wastebuilt's thirteen (13) Parts Distribution Centers cover all major regions in the US with local Delivery and Will Call (paid-for parts delivered/held at agreed upon location). Most parts can be delivered by the means of our own delivery trucks or 3rd party logistics dealers within 1-3 days throughout the US for all items in stock. Our national phone system routes our customers based on area code to the closest brick and mortar site to service them with inventory on hand. • Mountain Tarp has six (6) production and installation facilities in the United States. In order to manage client maintenance and new system installations, Mountain Tarp also collaborates with Wastequip WRX locations nationwide. Wastequip's dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams, extending our availability to customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our general outline for order processing is: 1. Wastequip prepares proposal documents based on product selection by Sourcewell Member. 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell Member or Dealer utilizing our Salesforce.com Customer Relationship Management (CRM) system. 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Wastequip, or Dealer, as appropriate. 4. Order is entered electronically into the Wastequip D365/CRM order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approval Forms. 6. Once signed order acknowledgement is received, the order is released for production planning for a production timeframe. 7. Order is produced to required specifications. 8. Wastequip logistics team contacts Sourcewell Member to schedule delivery. 9. Order is delivered to Sourcewell Member. 10. Product and Warranty support available.	*
30	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.	Wastequip takes great satisfaction in providing exceptional customer service and has extensive experience working with municipal and private accounts of all sizes, as well as multi-location enterprises. Our large customer base requires rapid customer care and strict, just-in-time delivery performance. Regional Sales Managers (RSMs) and Customer Service Representatives (CSRs) at Wastequip attend to the needs of customers before, during, and after they place orders with our business. Within 48 hours after receiving the purchase order, we aim to have clients' orders submitted, entered, and confirmed with ship dates for regular product order entry. A similar procedure is followed for non-standard or special products, which comprises engineering, sales drawing submission for approval, and confirmation of the ship date after approval. At Wastequip we want all customers to have a great experience with our products - from our first contact with us, all the way through product delivery. As such, we have adopted the following Customer Service Credo Commitment: • We will treat all customers with respect. • We will follow up with customers upon receipt of order to ensure satisfaction. • We will resolve any issues quickly. • We will provide a dedicated Customer Service Representative (CSR) for each participating member. • We will respond quickly on quotes (same-day response in most cases).	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Wastequip Manufacturing Company LLC has enjoyed the privilege of working with Sourcewell since 2012 with previous contracts and we are excited about the opportunity to continue our relationship with Sourcewell and their Participating Entities. We have extensive experience marketing cooperative purchasing agreements with a high degree of success that has resulted in successful sales to over 890 Sourcewell Participating Entities. Wastequip Manufacturing Company LLC's executive leadership and sales team are fully invested, and all resources are in place for a seamless transition. Our Bids/Contracts team and Regional Sales Managers are very familiar with and ready to promote a new contract to existing and new agencies. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Wastequip Manufacturing Company LLC currently provides our complete line of products and services to Canadian entities. We have been fortunate to have our Sourcewell contract adopted by Canoe and have been very pleased with the increase in interest, and activity in Canada. We will seek to increase member participation in Canada with a new contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces. The thirteen (13) production facilities owned by Wastequip Manufacturing Company LLC are positioned strategically across the US to provide complete service. Since 2018 Wastequip's Amrep Mobile Hoist Group has been widening its reach and presence in the Central and Eastern U.S. adding to its already strong presence in the Western region. Amrep intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. In May 2024, Amrep announced its expansion of their East Coast facility in Salisbury, NC.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requirements or restrictions would apply. Wastequip is able to serve these areas with all of our offered products. We are adept at handling the difference in our service involving Ocean Freight, different sized sea containers (different container quantities than over-the-road semi-truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are accepting of these freight differences.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy utilizes both digital and print platforms, including paid and organic posting on social media. This will prioritize outreach through key industry publications like American City & County and Government Product News. We will foster our partnership with Sourcewell across select media channels by publishing press releases and targeted content designed to reach key market segments. This messaging will focus on targeting Public Works, Municipalities, and other sectors where our collaboration adds significant value. Wastequip will predominantly highlight our Sourcewell partnership at the trade shows we attend. To call attention to this relationship, we will display the Sourcewell logo on show materials like banner stands and literature at major regional and national events. The Wastequip Bids and Contracts Department is a key component in communicating our Sourcewell partnership by incorporating their logo and relevant details into quotes and outreach efforts. This approach will aid in growing Sourcewell's reach into underserved markets and raise awareness in new sectors. We will continue to emphasize the value brought to the entities we serve across our web properties. The plan to feature Sourcewell information will include a link back to Sourcewell's website to enhance visibility and simplify engagement in this valuable partnership. *Please find Wastequip's Marketing Materials uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples"	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Wastequip's multifaceted marketing strategy leverages various channels to maximize visibility by boosting brand awareness and driving customer engagement. We conduct research to identify effective organic and paid search terms that resonate with our target audience and incorporate these insights into the content on our branded websites. We use this information to develop a comprehensive list of keywords for our paid search efforts that enhance our organic program. Through robust tracking methods, we gain a clear understanding of our customers' online behaviors, job titles, and locations. This data enables us to retarget visitors and create lookalike audience segments for expanded advertisement placements. Additionally, we use Urchin Tracking Module (UTM) parameters and custom redirects to capture personal interactions with our brands. All this data contributes to building detailed audience segments on social platforms. This allows us to accurately target key professionals on LinkedIn, Meta, and other channels for our paid social media. - Facebook Metadata Audience Demographics: Age, location, interests, gender. Engagement Metrics: Likes, shares, comments, click-through rates, and post reach. Visitor Data: Repeat visitors vs. new visitors, time spent on the page, and bounce rate. - LinkedIn Metadata Audience Details: Job titles, industry, company size, and geographic data. Engagement Insights: Likes, shares, comments, and click-through rates. Campaign Metrics: Conversion rates, impressions, and click-through rates. - Wastequip Website Properties Metadata Visitor Data: Unique visitors, returning visitors, pages per session, session duration. Source/Medium: Identifies traffic sources (organic, paid, referral, campaign). Behavior Metrics: Pages viewed, exit pages, bounce rate, and form submissions. Conversion Data: Tracks product page views, download actions, and completed forms. - Banner Ads Metadata Campaign Data: Impressions, click-through rates, and conversion rates. Lead Source Information: Tracks lead origin through campaigns, banner ads, and keywords. Audience Targeting: Target demographics (age, location, interests). Sales Cycle Tracking: Lead progression in Salesforce from inquiry to sale. *Please find Wastequip's social media examples uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples".	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In promoting agreements from this RFP, Sourcewell provides important foundational support by leveraging its established credibility and outreach capabilities. Sourcewell can amplify the agreement's visibility through its network and communication channels, thus ensuring potential customers are informed of the benefits and streamlined purchasing processes that are available to them. Wastequip will take a proactive approach and continue to integrate a Sourcewell-awarded agreement into our sales process, involving refresh sessions with our Regional Sales Managers, Dealers, and other internal staff on how to effectively communicate Sourcewell's added value to established and potential Members. Additionally, we will leverage the Wastequip Marketing team to support this effort through digital media campaigns, targeted email communications, product showcases, and promotional events. By creating specific audience segments in our CRM and using tailored messaging, we will engage relevant industries and specific job titles with personalized content. This integrated approach allows us to seamlessly promote the Sourcewell agreement, maximizing its impact and driving greater adoption among our customers. Through consistent tracking and feedback, we will be able to adjust our strategy to advantageously meet Sourcewell's objectives and our clients' needs.	*
40	Are your Solutions 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 the specialized requirements and customizations of Wastequip products, we do not operate through an e-procurement ordering platform. However, we accept purchase orders by mail, fax, and email. We can work with members to use Ariba Supplier Solutions and provide invoicing for customers using Ariba. Additionally, we have the capability to enter order updates (such as delivery information) and invoices in select customers' e-procurement systems and inter-municipal platforms. This flexibility streamlines and matches processes for customers, so that we continuously meet their needs.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	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.	Wastequip Manufacturing Company LLC offers plant tours for our customers upon request, and our Regional Sales Managers are on hand for onsite training and troubleshooting issues in the field. We offer assembly instructions upon request, and at the end of each project for containers being serviced. Simple repairs can be explained in 1-to-2-page instruction sheets but can also be done in person. Wastequip Compaction Technical Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric voltmeter. The curriculum includes the following: 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features
42	Describe any technological advances that your proposed Solutions offer.	Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers' desire to operate compressed natural gas (CNG) powered vehicles as well as electric vehicles (EV's). 3. Wastebuilt's highly advanced national phone system has the ability to route customer calls, based on their area code, to the closest brick and mortar site to service them with inventory on hand. 4. See our CORE initiatives listed in question forty-three (43).
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	At Wastequip, we are focused on our commitment to improving the condition of the planet, the lives of our employees, and the quality of life in the communities we serve, all while maintaining a healthy and thriving company. Some of the ways we are working towards our "green" initiatives are: • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we've currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants with LED lighting. • Distribution efficiency: We are continuously innovating our products to enhance our "green" initiatives. We continue to employ nesting improvements in the distribution of our steel containers, allowing us to nest and ship more products on each truckload. • Renewable Energy: Following a successful launch at our facility in Tyler, Texas, our staff created "solar powered" signage for several of our Wastequip plant locations. Many Wastequip plants and offices have been upgraded with motion sensing lights and newer LED ballasts to reduce energy consumption and waste. • Climate Preservation: As we have acquired new steel facilities, we have also replaced welding gas tanks that could be prone to leakage, therefore preventing damage to the climate. *Please find our Sustainability Report uploaded to Upload Additional Documents Zip file labeled, "RFP #010825 Upload Additional Documents".
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	To understand the complete environmental impact of our products, we continue to work with a consultant on cradle-to-grave Life-Cycle Assessments (LCAs), which scientifically measure the carbon footprint of our products. This includes the raw materials we source, inbound transportation to our facilities, manufacturing our products, distributing our products, the use of our products, and the end of life, and complies with ISO 14044 standards. From our new Steel LCA, the majority of emissions from our products come from the raw materials we source. We have applied what we've learned from collective data to create goods that use less raw materials during manufacturing, which lowers the carbon footprint of our containers.

45	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?	Wastequip Manufacturing Company LLC is owned by our parent company, Wastequip, the waste industry's one stop shop with twelve (12) industry leading brands. We are the leading manufacturer of waste handling equipment in North America. Our company has a network of expertise and a reputation for service and innovation. 1. The Wastequip portfolio includes quality brands from the production of containers and compactors to refuse trucks, parts, and service. With a "can do" approach, you can trust Wastequip to be your "All-in-One" equipment, service, and parts provider. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition. 2. Galbreath boasts many value-added items including a full staff of Engineers, including a design group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensures the latest technological developments are being utilized in the design of our products. Galbreath Mobile Group has a robust dealer network for the cable hoist market, with more than fifty (50) certified dealers strategically located across the U.S. and Canada. 3. ContainerPros offers Sourcewell participating entities with over twenty (20) years of experience, resulting in a unique blend of customized waste management solutions, and designed to maximize efficiency and revenue while minimizing costs. With a focus on personalized service, professional training, and proven results, we ensure that every job is done right the first time. Our commitment to quality and customer satisfaction makes Wastequip the ideal partner for Sourcewell members seeking to optimize their operations and provide positive solutions to their own end users.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE). However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBEs and/or SBEs as subcontractors on a case-by-case basis in a concerted effort to meet the encouraged goals of our municipal/governmental customers. Wastequip buys our office supplies via a WMBE or SBE. Additionally, we collaborate on projects with numerous underprivileged companies and are always looking for new methods to cooperate with these certified businesses such as subcontracting work for compactor or equipment installation. *Please find Wastequip's Good Faith Effort Statement uploaded to WMBE/MBE/SBC or Related Certificates labeled, "RFP #010825 Wastequip Good Faith Effort".	*
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
48		Women Business Enterprise (WBE)	☐ Yes ☒ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
50		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
52		Small Business Enterprise (SBE)	☐ Yes ☒ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment shall be due as stated on the Wastequip Invoice for the Product. Payment Terms are set at Net 30 Days with Approved Credit. For method of payment, Wastequip accepts P-card, credit card (additional fees apply), wire, ACH, or check. Our preferred method of payment is wire, ACH or check.	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	All Wastequip divisions have access to a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract with Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds are not always available for new and adequate equipment, and the Tax-Exempt Municipal financing offered by Wastequip Finance/NCL allows agencies to obtain equipment without delay through manageable installment payments that come from their operating budget. We believe that Sourcewell, Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Wastequip Manufacturing Company LLC aims to streamline procedures for Participating Entities while ensuring that they are set up for safe data use, high service levels, approvals of order details prior to manufacture, and other forms and processes. The purpose of these transaction documents is to benefit our business and our clients. Attached are samples of several of these forms for Sourcewell's review. We have included the following Standard Transaction Documents in the file upload section: 1. Customer Set-Up Form 2. Wastequip Credit Application Form 3. Credit Card Authorization Form 4. Wastequip Terms and Conditions of Sale 5. Wastequip Limited Warranty 6. Wastequip Equipment Finance Application *Please find the above documents uploaded to Standard Transaction Document Samples labeled, "RFP #010825 Wastequip Standard Transaction Document Samples".	*
58	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?	Yes, Wastequip accepts P-card and credit card payments; additional fees apply. Our preferred method of payment is wire, ACH or check, at no additional cost to customers.	*
59	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.	• Wastequip Steel Container products are offered on a line-item by manufacturing facility location basis. • Wastequip Compaction products are offered on a line-item by location basis. • Galbreath Mobile Products are offered on a product catalog basis. • Amrep Mobile Products are offered on a product line-item basis. • ContainerPros services are offered on a Price On Request basis; customized for the needs of the Sourcewell Member. • Wastequip WRX services are offered on a line-item by location basis. • Wastebuilt products are offered on a product line-item basis. • Mountain Tarp products are offered on a product line-item basis. *Please find Wastequip's Pricing Zip File uploaded to Pricing labeled, "RFP #010825 Wastequip Pricing Guides"	*
60	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.	Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. • Wastequip Steel Container Products: Special Market Pricing • Confab Steel Container Products: Special Market Pricing • Wastequip Compaction Products: Special Market Pricing • Galbreath Mobile Products: 5% to 20% off Catalog List Pricing • Amrep Mobile Products: Special Market Pricing • ContainerPros: Special Market Pricing • Wastequip WRX: Special Market Pricing • Wastebuilt: Special Market Pricing • Mountain Tarp: Special Market Pricing	*

61	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Wastequip is offering the following sourced goods solutions: Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or a Wastequip Authorized Dealer/Supplier will provide the Sourcewell Member with a quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost Plus average maximum of 20% to 30% basis. These options will be provided at a Price on Request (P.O.R.) basis and are listed in the price guides as "Specials".	*
63	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.	1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. 2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at the time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 3. Surcharges: Steel costs continue to remain volatile, fluctuating each month. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continues to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option in our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote, this as a surcharge providing Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Wastequip has over forty (40) manufacturing plant and distribution sites throughout the U.S., which allow us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With our size, Wastequip can stock and ship products from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip can ship via our own fleet as well as contracted and qualified outside carriers. In addition, Wastequip can quote subcontracting of off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location. Freight/delivery/shipping shall be paid for by the End User. Calculations of these charges will be based on prevailing best rates at the time of quote, included on the quote as a separate line item. Sourcewell Members are responsible for offloading equipment at time of delivery, unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products on any INCOTERM the End User decides. Wastequip arranges shipments to Canada and offshore locations daily and our experienced logistics team can assist with the transportation as well as any applicable customs documentation required.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Wastequip has over forty (40) manufacturing sites and distribution plants across the U.S. ensuring Wastequip is able to provide the most economical freight rates to our customers. In addition, many of our products such as our steel slant and flat top containers are nestable, meaning one container nests inside another container, therefore saving members on freight charges.	*

67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Wastequip Manufacturing Company LLC's sales team works closely with each customer to identify solutions and provide a quote that meets their requirements. All quotes using our current Sourcewell agreement include the Sourcewell logo and Contract number/information of reference, which clearly identifies to our internal team and customers that the Sourcewell contract is being used. Quotes go through an internal approval process where pricing is verified before being sent to the customer. Once the Member's Purchase Order is received, our customer service team codes the order as a "Sourcewell" sale into our order entry system. Using this code, we can easily generate reports from our order entry system. All reports are checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Wastequip Manufacturing Company LLC develops monthly, quarterly, and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals. We review and track sales based on all directly bid contracts versus cooperative contracts to make sure our sales team continues to lead with cooperative agreements. Furthermore, we identify opportunities to discuss cooperative purchasing to those municipalities that continue to use the cumbersome bid process. We also review annual sales specific to sales off the contract to review and compare to prior sales history to determine Year-over-Year (YoY) trends. This has shown our greatest measure of success with continued YoY growth from sales off our current Sourcewell contract.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Wastequip Manufacturing Company LLC is proposing a 1.5% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Wastequip Manufacturing Company LLC seeks to provide value and pricing as good as or better than pricing typically offered through our existing cooperative contracts. We have described our pricing structure within our answer for Line Item 60. Wastequip understands Sourcewell Participating Entities' budgets and responsibilities to funding constituents (citizens, staffing, etc...) as they seek to make sound choices for best and lasting products and services. We specialize in unique and challenging solutions to remedy with the best value, All-In-One shopping and support, and overall ease of purchase for Members. We also understand that repeat purchases often come out of successes from previous sales/solutions.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	1. Wastequip Steel Container product offering consist of the following: Environmental Containers, Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Side Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Scrap Bins, Self Dumping Hoppers and Container Factory Options. 2. Confab Steel Container product offering consist of the following: Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Self Dumping Hoppers, Side Load Containers and Container Factory Options. 3. Wastequip Compaction product offering consist of the following: Stationary Compactors, Pre-Crusher Compactors, Self-Contained Compactors, Apartment Compactors, Pak-Man Compactors, Accu-Pak Compactors, Vertical Balers, Container Lifters and Compaction Factory Options. 4. Galbreath Mobile product offering consists of the following: Cable Hoists, Hook Hoists, Container Delivery Units, Trail Hoist Trailers, Pup Trailers, Roll Off Trailers, Tarps and Mobile Factory Options. *Above Product Brochures are located in "Upload Additional Documents" Zip File labeled "RFP #010825 Upload Additional Documents" 5. Amrep Mobile product offering consists of the following: Cable Hoists, Chain Hoists, Pup Trailers, Transfer/Pull Trailers, Tarps and Mobile Factory Options. 6. ContainerPros offering consists of the following: Commercial Bin/Container Delivery, Old Commercial Bin/Container Retrieval, Commercial Bin/Container Exchanges, Route Audit Services, Stickers/Labeling Services, Commercial Container Maintenance Contracts. 7. Wastequip WRX offering consists of the following: Repair Services of Commercial Refuse Trucks, Trash Compactors and Balers. 8. Wastebuilt offering consists of the following: OEM Parts Provider as well as Aftermarket Parts provider for non-Wastequip Products. 9. Mountain Tarp offering consists of the following: Tarping systems for construction, agriculture and transportation applications. All Wastequip Products are New and never Used. Additional product information can be found by visiting our website at www.wastequip.com *Please find Wastequip's Product Brochures Zip file uploaded in the Upload Additional Documents labeled, "RFP #010825 Upload Additional Documents".
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Wastequip believes that the following subcategory of solutions should be included: 1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcewell Members. These factory options are enhancers to our standard products. 2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item. 3. Services: Wastequip can provide additional services to Sourcewell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.

Table 78: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
73	Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction	☒ Yes ☐ No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, side-load, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers.	*
74	Knuckleboom and grapple loaders	☐ Yes ☒ No	No Bid	*
75	Hook and hoist dumpster loaders	☒ Yes ☐ No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers, Mountain Tarp and Pioneer tarping systems. For decades, Amrep has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product.	*
76	Roll-off trucks	☒ Yes ☐ No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers; Mountain Tarp and Pioneer tarping systems.	*
77	Refuse and recyclable material balers and compactors	☒ Yes ☐ No	Wastequip's Steel Group manufactures Wastequip-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - RFP #010825 Wastequip Pricing Guides.zip - Tuesday January 07, 2025 20:16:52
 - [Financial Strength and Stability](#) - RFP #010825 WQ Financial Strength and Stability.pdf - Tuesday January 07, 2025 20:18:58
 - [Marketing Plan/Samples](#) - RFP #010825 Wastequip Marketing Samples.pdf - Tuesday January 07, 2025 20:19:27
 - [WMBE/MBE/SBE or Related Certificates](#) - RFP #010825 Wastequip Good Faith Effort.pdf - Tuesday January 07, 2025 20:19:51
 - [Standard Transaction Document Samples](#) - RFP #010825 Wastequip Standard Transaction Document Samples.pdf - Tuesday January 07, 2025 20:23:43
 - [Upload Additional Document](#) - RFP #010825 Upload Additional Documents.zip - Tuesday January 07, 2025 20:49:55
 - [Requested Exceptions](#) - RFP 010825 Wastequip Requested Exceptions.pdf - Tuesday January 07, 2025 20:40:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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. - Laura Hubbard, Director of Municipal Sales, Wastequip Manufacturing Company LLC

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 obligations contemplated in the solicitation proposal.

☐ 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
There have not been any addenda issued for this bid.		



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Cues, Inc. — GraniteNet Asset Inspection & Decision Support Software**

RECOMMENDATION:

Staff recommends a resolution to waive competitive bidding and authorize the purchase of GraniteNet Asset Inspection & Decision Support Software from Cues, Inc. in an amount not to exceed \$75,000.00 per year for all City departments on an as-needed basis through December 31, 2030.

BACKGROUND:

Cues, Inc. is an industry leader in pipeline inspection technology, and has provided pipeline inspection vehicles for the City's sewer department for several years. They recently sold the City a pipeline inspection van for the Sewer Department and the Stormwater Department. The GraniteNet software platform has been used for several years by the Sewer Department, but adding additional pipeline inspection assets will now put the annual spend over the \$40,000 City Council approval threshold.

DISCUSSION:

The GraniteNet Asset Inspection and Decision Support software platform offers unmatched flexibility to create many different types of inspections, in addition to CCTV assessments such as sanitary sewer pipelines and stormwater pipelines, cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, hydrant inspections, etc. Additionally, this software platform offers a very simple User Interface to allow people to quickly become proficient users. The City's employees are trained in the use of GraniteNet software since it is already in use in the current pipeline inspection vehicles.

Staff recommends a resolution to waive competitive bidding and authorize GraniteNet software purchases for all City departments on an as-needed basis through December 31, 2030. Upon City Council approval, the Water & Sewer Department expense for 2025 will be \$25,264.00 plus any applicable taxes.

BUDGET/STAFF IMPACT:

Funds are available in the Sanitary Sewer Rehabilitation account within the Water & Sewer fund. The Stormwater Department will issue their own purchase order each year, with both Water & Sewer and Stormwater department expenses not to exceed \$75,000.00 per year.

ATTACHMENTS: 3. Staff Review Form, 4. Quote from Cues, Inc. - Revised



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2494

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF GRANITENET ASSET INSPECTION AND DECISION SUPPORT SOFTWARE FOR STORMWATER MANAGEMENT FROM CUES, INC. IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR ON AN AS-NEEDED BASIS THROUGH DECEMBER 31, 2030

WHEREAS, Cues, Inc. is an industry leader in pipeline inspection technology and has provided pipeline inspection vehicles for the City's sewer department for several years; and

WHEREAS, the GraniteNet Asset Inspection and Decision Support is a Cues, Inc. proprietary software platform that offers unmatched flexibility to create many different types of inspections, in addition to CCTV assessments such as sanitary sewer pipelines and stormwater pipelines, cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, and hydrant inspections; and

WHEREAS, City employees are trained in the use of GraniteNet software, as it is already in use in the current pipeline inspection vehicles.

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 authorizes the purchase of GraniteNet Asset Inspection and Decision Support Software for Stormwater Management from Cues, Inc. in an amount not to exceed \$75,000.00 per year on an as-needed basis through December 31, 2030.

City of Fayetteville Staff Review Form

2025-2494

Item ID

1/6/2025

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

Tim Nyander

12/16/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution to waive competitive bidding and authorize the purchase of GraniteNet Asset Inspection & Decision Support Software from Cues, Inc. in an amount not to exceed \$75,000.00 per year for all City departments on an as-needed basis through December 31, 2030.

Budget Impact:

5400.720.5700-5309.02

5400.720.5700-5801.00

Water & Sewer

Account Number

Fund

02017.1

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,510,114.00

Expenses (Actual+Encum)

\$ 314,830.43

Available Budget

\$ 1,195,283.57

Does item have a direct cost? Yes

Item Cost

\$ 25,264.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,170,019.57

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The Water & Sewer Department's Cues, Inc. expense for 2026 will be \$25,264.00 plus any applicable taxes.



11/10/2025
Quote#Q-06050

Joshua Mellott
FAYETTEVILLE, CITY OF (MAIN)
UNKNOWN UNKNOWN
Office: (479) 575-8215
jmellott@fayetteville-ar.gov

Joshua Mellott:

Thank you for the opportunity to quote the GraniteNet Asset Inspection and Decision Support software platform from CUES, the most trusted brand in North America for pipeline inspection technology.

For more than two decades, CUES has supplied the industry with the most innovative and extensible software platform available to help utilities and contractors alike achieve their regulatory and productivity goals. Our clients demand software that is able to be customized to meet their needs while supporting the process flows unique to their organization. GraniteNet offers unmatched flexibility to create many different types of inspections in addition to CCTV assessments such as cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, hydrant inspections, light pole inspections etc. Additionally, this new software platform offers a very simple User Interface to allow people to quickly become proficient users, often in a matter of minutes.

For those organizations that desire more advanced capabilities such as GIS map (ESRI/Cartegraph) integration, CMMS integration (Cityworks, Maximo, Infor Hansen), User Management controls, enterprise database support (Oracle & SQL), a Web-based Portal, custom Scoring formulas, etc., the CUES GraniteNet software platform can meet the needs of the FAYETTEVILLE, CITY OF (MAIN) now or in the future as the requirements evolve.

The following is a short description of each GraniteNet software package and the suggested optional modules to be included in the software package for the FAYETTEVILLE, CITY OF (MAIN).

Please feel free to contact me with any questions, comments or concerns.

Sincerely,
Gary Alvarez
galvarez@cuesinc.com
Office:(207) 285-5245
Mobile:(207) 285-5245



GraniteNet WebOffice Server Kit

The GraniteNet WebOffice (Viewer) solution is a browser-based, read only Web Application built for assessing infrastructure, videos and statuses about assets from virtually any portable device (iPad, Android, Chrome Book, Surface Pro, smart phone, etc.) with an internet connection. It streamlines operations by enabling real time, map-driven views into the condition of utility infrastructure as well as the status of tasks assigned to crews for greater efficiency and productivity. No software needs to be installed by end users. Simply log in and view productivity dashboards, review inspections, run filtered reports, and generate PDF's to share to others from virtually any internet-connected device.

WebOffice Edit User Activation

For activation of user for use on GraniteNet WebOffice.

GraniteNet WebOffice Server Annual Support Plan

The GraniteNet WebOffice Server Support Plan includes access to the following services:

- Free ongoing software maintenance and enhancement Release Updates (available online for download including the latest technical documentation and the most current version of the WebOffice Server)
- Telephone support Monday through Friday, 8:00 AM to 5:00 PM ET
- Email support via GraniteSupport@cuesinc.com
- Remote Online Technical Support, Analysis, and Best-Practice Recommendations via scheduled / unscheduled web sessions
- Access to online support materials / services

GraniteNet WebOffice Edit User Annual Subscription

GraniteNet WebOffice Edit User is an annual subscription which enables a user to connect from any computer to securely log in to the GraniteNet Web environment with the ability to perform the following tasks:

- Create, edit and delete objects
- Edit media of objects (take snapshot, link observations)
- Calculate scores
- Accept/reject tasks

GraniteNet Web Server Implementation

The GraniteNet Web Server Implementation Includes the following provided by a CUES Web Software Implementation Specialist:

- Dedicated project management for installation and configuration of Web Server
- Remote web sessions to plan, execute, and test implementation of Web Server into GraniteNet Office Environment and GIS maps (if available)



- Office training and access to follow-up sessions as needed

Before a CUES technical resource is assigned to the implementation project, a Pre-Implementation Checklist must be completed by the client and submitted to CUES. Once it is received by CUES and verified that all prerequisites are met to begin the work, the client's Implementation Service request will be placed into a queue where CUES will assign the appropriate implementation specialist Project Manager based on the order in which the Checklist was received. Due to the fluctuating availability of resources needed by both parties to complete the implementation, the actual start date for the project may vary.

The Checklist requests that a "Readiness Date" be provided which means the date the customer will be ready to start the implementation work with CUES. CUES will plan its resource availability around this important date so that it can establish the date for the completion of the work which shall be within forty five (45) business days from the Organization's readiness date. For each business day the implementation extends beyond the Readiness Date due to the Organization's failure to complete its key tasks or other Organization delays impacting the implementation, a "Time Extension Fee" will be applied on the 46th business day following the Organization's readiness date in the amount of fifty dollars (\$50) per business day, invoiced monthly, until the implementation is completed.

GraniteNet CUES Scoring Module

The CUES Pipe Score for CUES codes module rates any observation and create scores for mainlines and laterals (Total Pipe Score, Maximum/Mean/Sum Score, Sum of the Defects score, etc.). A scoring system incorporated in the software shall assist the user/management personnel in making proper pipe condition assessments. Scoring is to be based upon grades assigned to observation codes and calculated using either standard or customer specific algorithms. Grades can be programmed to be dependent to secondary properties like pipe size, type, weather, etc. Only Administrators shall be allowed/able to make changes to grade and scoring algorithm values.

GraniteNet WebSync Module

The GraniteNet WebSync Module allows users to transfer encrypted inspection data, asset information, and media, via the internet, back and forth between a GraniteNet license in the field and the office.

PREPLAN MOD CUES ANNUAL GRANITENET

Software

PART #	GraniteNet Software & Services	Asset Id	PRICE	QTY	Subtotal	Actual
GN613	GraniteNet WebOffice Server Kit		\$9,350.00	1	\$8,415.00	\$8,415.00
GN615	WebOffice Edit User Activation		\$1,040.00	2	\$936.00	\$1,872.00
GN567	GraniteNet WebOffice Server Annual Support Plan		\$2,730.00	1	\$2,730.00	\$2,730.00
GY107	GraniteNet WebOffice Edit User Annual Subscription		\$500.00	2	\$500.00	\$1,000.00
GN579	GraniteNet Web Server Implementation		\$2,080.00	1	\$2,080.00	\$2,080.00
GN525	GraniteNet CUES Scoring Module	506036	\$3,070.00	1	\$2,763.00	\$2,763.00
GN600	GraniteNet WebSync Module	506036	\$1,560.00	1	\$1,404.00	\$1,404.00
GY109	PREPLAN MOD CUES ANNUAL GRANITENET		\$5,000.00	1	\$5,000.00	\$5,000.00
Software TOTAL:						\$25,264.00

TOTAL: \$25,264.00	
Estimated yearly recurring: \$3,730 includes GN567 WebOffice Server Support \$2,730 GY107 WebOffice Edit Per User Subscription \$ (2x \$500) GY108 Prescriptive Planning Service (\$5000) *Discounted	

This Quotation is valid for 90 days for the itemized products and services listed herein and is subject to the following Terms and Conditions. Delivery of a purchase order by Buyer pursuant to this quotation shall be deemed to be an acceptance by Buyer of these Terms and Conditions. Pro-rata payments shall become due upon the shipment of goods and/or delivery of services. Seller shall not be liable or penalized for any delays beyond its reasonable control, including but not limited to acts of God, acts of Buyer, carrier delays, accidents, etc. In the event of any such delay, delivery or performance shall be extended accordingly and shall not relieve Buyer of its obligation to accept and make payment net 30 days from the date deliverables are provided. Past due invoices are subject to 1.5% per month (18% APR) charge or as permitted by applicable law. Payments made by credit card may be subject to an additional 3% finance fee at the time of processing. No merchandise will be acceptable for return without a Material Return Authorization Number written on the outside of the package. No returns will be accepted on used electrical parts. This quote is provided in US dollars and does not include tax.



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **Purchase of Vacuum Truck Services**

RECOMMENDATION:

A resolution to award Bid 26-18 and authorize the purchase of Vacuum Truck Services from Carl Holley Plumbing, Inc in variable amounts and for varying unit prices as needed through the end of 2026.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read, and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-18, Bid Tab - Vac Truck Services



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2378

A RESOLUTION TO AWARD BID 26-18 AND AUTHORIZE THE PURCHASE OF VACUUM TRUCK SERVICES FROM CARL HOLLEY PLUMBING, INC. AS NEEDED THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-18 and authorizes the purchase of Vacuum Truck Services from Carl Holley Plumbing, Inc in variable amounts and for varying unit prices as needed through the end of 2026.

City of Fayetteville Staff Review Form

2025-2378

Item ID

1/6/2026

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

Sara Combs

11/14/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 26-18 and authorize the purchase of vacuum truck services from Carl Holley Plumbing, Inc in variable amounts and for varying unit prices as needed through the end of 2026.

Budget Impact:

Various

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,380,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 11,380,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 11,380,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Since the expense will most likely be applied to various accounts, the Total Amended Budget amount is the total 2026 budget for the Street Fund.



BID TABULATION
Bid 26-18, Vacuum Truck Services
 DEADLINE: Tuesday, October 21st, 2025 at 2:00 PM

				AWARD					
				Carl Holley Plumbing, Inc		Precision Site Work		Environmental Works, Inc.	
Total				\$230,000.00		\$350,000.00		\$635,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Hydro-Excavation	500	HR	\$230.00	\$115,000.00	\$350.00	\$175,000.00	\$720.00	\$360,000.00
2	Storm Sewer Pipe Jetting	500	HR	\$230.00	\$115,000.00	\$350.00	\$175,000.00	\$550.00	\$275,000.00
Attributes									
How much notice is required by the City before services are requested?				24 hours		72 hours		2 days	
What is the minimum number of hours required per truck request?				3 hours		24 hours		4 hours	

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


 Trevel Young, Procurement Agent


 Kenry Fitch, Sr. Procurement Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **REFUSE TRUCK PURCHASES FOR THE SOLID WASTE DEPARTMENT THROUGH ARKANSAS MUNICIPAL EQUIPMENT INC.**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (3) COMMERCIAL FRONT LOAD REFUSE TRUCKS FROM ARKANSAS MUNICIPAL EQUIPMENT IN THE AMOUNT OF \$1,133,500, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (112014-NWY) AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

4048 (SWST_F008) 13.7 points prior to accident.
4049 (SWST_F004) 13.9 points and ready for an on-time replacement.
FY26 Expansion (SWST_F063) is an approved purchase with the passage of the 2026 budget.

DISCUSSION:

Truck 4048 was budgeted in FY27, but the truck was recently involved in an accident and the city's insurance deemed the vehicle a total loss. The replacement truck will not arrive until April 2026. Fleet Operations will be combining the replacement funds as of 12/01/25 of \$269,013.05 with the insurance payout of \$143,950 to make up the difference.

Asset 4049 is in need of replacement and will not make it through another year of frontline service. This is a 2020 model year with a 7-year life. Fleet is requesting an on-time replacement of this budgeted FY26 replacement in order to maintain current service needs. Sufficient funds will have been collected by the time its replacement arrives and in combination with surplus through Gov Deals.

Fleet Operations recommends the purchase of all (3) trucks to maintain the current service levels and maximum uptime.

BUDGET/STAFF IMPACT:

A budget adjustment is being presented for your approval for the early replacement of truck 4048.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Invoice Mack LR Front Loader, 6. Specification Sheet - Mack LR Front Loader, 7. Invoice Mack Terra Pro, 8. Specification Sheet - Mack Terra Pro, 9. Invoice Peterbilt 520 Front Loader, 10. Specification Sheet - Peterbilt 520 Front Loader

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2540

A RESOLUTION TO APPROVE THE PURCHASE OF THREE COMMERCIAL FRONT LOAD REFUSE TRUCKS IN THE TOTAL AMOUNT OF \$1,133,500.00 FROM ARKANSAS MUNICIPAL EQUIPMENT, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, 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 the purchase of three commercial front load refuse trucks in the total amount of \$1,133,500.00 from Arkansas Municipal Equipment, pursuant to a Sourcewell Cooperative purchasing contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

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

2025-2540

Item ID

1/6/2026

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

Ross Jackson

12/9/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (3) COMMERCIAL FRONT LOAD REFUSE TRUCKS FROM ARKANSAS MUNICIPAL EQUIPMENT IN THE AMOUNT OF \$1,133,500, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (112014-NWY) AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001.5500.750

Fleet Vehicle Replacements

97000.5500.750

Fleet Expansions

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,783,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,783,000.00

Does item have a direct cost? Yes

Item Cost

\$ 1,134,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 381,000.00

Remaining Budget

\$ 1,030,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2025	/Org2		
	Requestor:	Ross Jackson	

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (3) COMMERCIAL FRONT LOAD REFUSE TRUCKS FROM ARKANSAS MUNICIPAL EQUIPMENT IN THE AMOUNT OF \$1,133,500, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (112014-NWY) AND TO APPROVE A BUDGET ADJUSTMENT.

	COUNCIL DATE:	1/6/2026
	ITEM ID#:	2025-2540
		<i>Holly Black</i>
		<i>12/10/2025 1:36 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

Arkansas Municipal Equipment

Invoice

P.O. Box 157
Poyen, Arkansas 72128
501 601 5588 ** info@ametrucks.com **

To: City of Fayetteville, Arkansas
1525 S. Happy Hollow Road
Fayetteville, Arkansas 72701
[Sourcewell Member #: 34143](#)

Invoice #: LR641125

Date: 11/18/2025

AR Dealer # M 8116

Sourcewell Contract # 112014-NWY

Qty	Description	Each	Total
1.00	2025 Mack LR 64R - Day Cab	\$ 380,500.00	\$ 380,500.00
	40YD New Way Front Load		
	VIN#: 1M2LR2GC7SM010305		
	MP7 - 355 HP Engine		
	Allison 4500 - 6 Speed Transmission		
	Warranty Included:		
	4 Year Engine & Aftertreatment		
	4 Year Transmission Warranty		
	4 Year Towing		
	4 Year Cylinder		
	4 Year Body		
	4 Year Hydraulic		
	Immediate Delivery		
Subtotal			\$ 380,500.00
Sales tax			
Freight			
Total			\$ 380,500.00

CUSTOMER PROPOSAL



VIN 1M2LR2GC7SM010305
Left Hand Drive only



PREPARED FOR

SCRANTON MANUFACTURING
101 STATE ST
SCRANTON
IA 514628422

DATE

7/26/2024

PREPARED BY

VANGUARD TRUCK CENTER OF ST. LOUIS
1 VANGUARD WAY
CAHOKIA HEIGHTS
ILLINOIS 62206

QUOTE INFORMATION

VANG2023000450D886
LR 64R
Qty: 1

Not Actual Unit



TECHNICAL SPECIFICATION

LR 64R



				WEIGHT (LB)	
MODEL DEFINING		DESCRIPTION		FRONT	REAR
S	PB10H1	PRICE BOOK LEVEL	2025A Pricebook	0	0

				WEIGHT (LB)	
APPLICATION PACKAGES		DESCRIPTION		FRONT	REAR
	MPK1TK	CHASSIS CONFIGURATION PACKAGE	LH Battery Box, 6.6 Gallon (25L) LH DEF, Single LH Fuel Tank, Vertical BOC DPF/SCR	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	0029V2	CHASSIS (BASE MODEL)	LR 64R DAYCAB	6,301	1,392
	MP2002	CUSTOMER FLEET SIZE	REGIONAL FLEET 25 OR MORE VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
	M84015	INTENDED REGISTRATION LOCATION	IOWA	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
S	APPAA3	VEHICLE APPLICATION CLASS	CLASS B HIGHWAY-INNER CITY	0	0
	0050T5	VEHICLE USE & BODY/TRAILER TYPE	REFUSE AUTOMATIC SIDE LOADER TRUCK	0	0
	032A79	OPERATING TERRAIN GRADE CONDITIONS	ON HIGHWAY, STARTING GRADES<16%	0	0
	033A30	LOADING SURFACE FACTOR	GRAVEL LOADING AND / OR UNLOADING SURFACE	0	0
	0342A4	VEHICLE VOCATION	REFUSE / LANDFILL OPERATION	0	0

				WEIGHT (LB)	
ENGINE/TRANSMISSIONS		DESCRIPTION		FRONT	REAR
S	1004Q0	ENGINE PACKAGE, COMBUSTION	MP7-355C MACK 355HP @ 1600-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21	2,633	139
S	136206	TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION	732	245

				WEIGHT (LB)	
EXHAUST/EMISSIONS		DESCRIPTION		FRONT	REAR
S	Z8FT1X	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
	DF1021	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FRAME MOUNTED	131	67
	130AB7	EXHAUST	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXHAUST STACK PLAIN END PERF STACK DIFFUSER	0	0
S	Q0AA1X	EXHAUST SYSTEM MATERIAL FINISH	W/O VERT EXH-BRIGHT FINISH	0	0
	78ADBx	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2024	0	0

				WEIGHT (LB)	
ENGINE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	1250C5	AIR CLEANER	13" SINGLE ELEMENT, DRY TYPE W/SNORKEL BEHIND CAB, AIR RESTRICTION INDICATOR ON FILTER	0	0
S	H8XZ1X	WINTERFRONT	W/O BUG SCREEN/WINTER FRONT	-8	3

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
ENGINE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	113093	AIR COMPRESSOR/DRYER	WABCO 1800P AIR DRYER W/O TURBO CUT OFF VALVE, W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	KOXA1X	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD	0	0
	132AB8	ALTERNATOR	DELCO 12V 165A (36SI) BRUSHLESS W/ REMOTE VOLTAGE SENSING	27	0
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	9	3
S	393AD9	BATTERY BOX - MOUNTING (x)	PERPENDICULAR TO FRAME 11" FROM NTOF (3 BATTERY MAX)	0	0
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC	0	0
S	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	0	0
S	NCXA5X	STARTER MOTOR	12 VOLT DELCO 39MT-MXT	31	0
	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	36	5
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
	119008	COOLANT PROTECTION	ETHYLENE GLYCOL EXTENDED LIFE COOLANT (50/50 MIX DYED ORANGE) TO -34DEG, W/ FILTER	0	0
S	508018	COOLING PERFORMANCE	W/O AUXILIARY COOLING	0	0
	124003	HOSES - RADIATOR/HEATER	SILICONE W/ SPRING LOADED CLAMPS FOR BOTH RADIATOR & HEATER HOSE	3	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
S	4TBA1X	ENGINE BLOCK HEATER RECEPTACLE (CA)	ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION	0	0
S	36AB1X	TETHER DEV PKG, CAPS & COVERS	PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND	0	0

				WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT		DESCRIPTION		FRONT	REAR
	MRP002	MINIMUM REQUIRED DRIVELINE SIZE (KAX)	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS-M	0	0
S	195AB0	DRIVELINE - MAIN	MERITOR 18 MXL "XTENDED LUBE" (PROPS-L)	14	14
S	204AA5	DRIVELINE - INTERAXLE	MERITOR 17 MXL "XTENDED LUBE"	0	0
S	76AA1X	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE	0	0
S	8WAAAX	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S	7RXAEX	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS	0	0
S	139008	TRANSMISSION OIL COOLER	ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES	0	0

				WEIGHT (LB)	
FRONT AXLE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	0	0
	244AC3	SPRINGS - FRONT	MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	120	0
S	241081	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+	0	0
S	U0AA1X	FRONT BRAKE ADJ. MANUFACTURE	HALDEX - AUTOMATIC	0	0
S	V7AB1X	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0	0
S	0KXA1X	HUB MATERIAL, FRONT	FERROUS	0	0
S	1KAA1X	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE	20	0
S	245AA6	STEERING	M100P PLUS RIGHT SIDE ASSIST CYLINDER	142	0

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				WEIGHT (LB)	
FRONT AXLE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	2SAA1X	BUMP STOP, FRONT SUSPENSION	STATIC LOAD CUSHIONS	0	0

				WEIGHT (LB)	
REAR AXLE EQUIPMENT		DESCRIPTION		FRONT	REAR
	268AB7	REAR AXLE	46000# (20900kg) MERITOR RT46-160	0	1,709
S	6MAA1X	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE	0	0
	617003	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0	0
	01800Y	CARRIER - REAR AXLE	VENDOR AXLES	0	0
S	3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
	TAXJAX	REAR AXLE RATIO	4.56 RATIO	0	0
	186AC7	REAR SUSPENSION	MACK mRIDE 46 PARABOLIC 3-LEAF, 46,000 lb, STANDARD DUTY	0	1,674
	GWXDGX	BOGIE SPREAD, REAR	54" AXLE SPACING (BOGIE WHEELBASE)	0	0
	YVXA1X	REAR SHOCK ABSORBER	REAR SHOCK ABSORBER	0	27
	XYXZ1X	TRANSVERSE TORQUE RODS, R SUSP	WITHOUT TRANSVERSE TORQUE RODS	0	-66
	253AA7	BRAKES - REAR	MERITOR - CAM 16.5"x8 5/8" Q+ (Total for QTY = 2)	0	150
S	U4XA1X	BRAKE, DRIVE, REAR	CAST IRON	0	0
S	U1AA1X	REAR BRAKE ADJ MANUFACTURE	HALDEX - AUTOMATIC	0	0
	V1AB1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
	N5FAFX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: Middle Mount - Forward of Axle - Chamber Up	0	0
S	300AS0	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
S	3GAA1X	BRAKE CHAMBER DIAPHRAGM MATERIAL (CA in PC28 only)	W/O BRAKE DIAPHRAGM OPTION	0	0
S	0LXI5X	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	0
S	698058	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION		FRONT	REAR
CA	271221	WHEELBASE	221"	280	280
	374091	AF (OVERHANG)	91"	-59	294
	MCE0LE	FRAME RAILS & LINERS	9.5 x 82 x 340mm - (0.375" x 3.25" x 13.38")W/ Full Liner; RBM 3,122,400 LB-IN	0	0
S	A0XABX	FRONT FRAME LENGTH	FRONT FRAME LENGTH 1525MM	146	-19
S	281AI1	CROSSMEMBERS	STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL	0	0
	9DEC1X	AUX CROSSM. IN REAR OVERH TYPE	BACK TO BACK BOLTED TYPE CROSSMEMBERS	-15	58
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-11	60
	4DXB1X	FRONT BUMPER	FLUSH, PAINTED STEEL, STRAIGHT FOR CARRY CAN APPLICATION	3	0
S	5EXF1X	GUARD	SKID PLATE UNDER BUMPER AND RADIATOR	128	-8
S	4EXD1X	TOWING DEVICE, FRONT	CENTER TOW CAPABILITY BASED ON BUMPER SELECTION	0	0
	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0
	288AH2	FUEL TANK - LH	80 GALLON (300 L) ALUMINUM, 26"x24" RECTANGULAR	69	69
	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	JHXC1X	FUEL HOSES, LIQUID	AEROQUIP FIRE RESISTANT HOSE	0	0
	HBXANX	FUEL TANK POSITION (CA in PC28 only)	LOCATE BEHIND LH RAIL- 5" BELOW TOP OF RAIL	0	0
	852022	FUEL FILLER NECK OPTIONS	FOR LH FUEL TANK	0	0

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				WEIGHT (LB)	
AIR/BRAKE		DESCRIPTION		FRONT	REAR
S	UWXA1X	AIRTANK DRAIN VALVE	AUTO DRAIN VALVE, HEATED ON SUPPLY TANK, MANUAL (PETCOCK) ON ALL OTHER TANKS	0	0
S	U2XB1X	AIRTANK MATERIAL	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0
	3KAB1X	AUXILIARY BRAKE CONTROL	AUXILIARY WORK BRAKE HAND CONTROL, ACCESSIBLE BOTH SIDES	0	0

				WEIGHT (LB)	
ELECTRICAL		DESCRIPTION		FRONT	REAR
	5RXZ1X	BACK-UP ALARM	WITHOUT BACK-UP ALARM	0	-2
S	312006	ROOF & SIDE MARKER LIGHTS	TRUCKLIGHT TYPE ROOF MARKER for LR	0	0
S	LJXB1X	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED	0	0
S	LSXH2X	DAYTIME RUNNING LIGHTS	ENGINE RUNNING ACTIVATED	0	0
	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	5
S	M4XAAX	AUX. POWER OUTLET, INTERIOR (CA in PC28 only)	COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT	0	0
S	3BCB1X	FRONT & SIDE INDICATOR LMP TYP	FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE	3	0

				WEIGHT (LB)	
TRAILER CONNECTIONS		DESCRIPTION		FRONT	REAR
S	4BAA1X	EXT. INDICATOR LMP, MAIN SWITCH (CA in PC28 only)	FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION)	0	0

				WEIGHT (LB)	
PTO		DESCRIPTION		FRONT	REAR
S	826086	HYDRAULIC PUMP	FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED	49	0
S	183AA2	CRANKSHAFT ADAPTER	1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)	18	-2
S	189AJ9	TRANSMISSION MOUNTED PTO	PREP KIT FOR EXTENDED SHAFT PTO	0	0
S	L3XN1X	BODY BUILDER MODULE	ControlLink III BODY BUILDER EL PREP KIT, REFUSE, RP170 ELECT. INTERFACE (3 CON 54 PINS)	0	0

				WEIGHT (LB)	
SPECIALTY EQUIPMENT		DESCRIPTION		FRONT	REAR
S	MCVZ1X	PASSIVE SAFETY SYSTEM	WITHOUT PASSIVE SAFETY SYSTEM	0	0
S	8FXU1X	TRANSPORT ADAPTATION	UNIFORM LOAD NO ADAPTATION	0	0

				WEIGHT (LB)	
CAB INTERIOR (A THRU G)		DESCRIPTION		FRONT	REAR
	4AXB1X	CLIMATE UNIT	MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONIDITIONER UNIT) W/R134a REFRIGERANT	93	0
S	173063	AIR CONDITIONING/HEATER	(LR) MANUAL CONTROL CLIMATE UNIT	0	0
S	1PAZ1X	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA	0	0
S	31XABX	FLOOR MATS	FLOOR MAT, RUBBER	0	0
S	E0AABX	GAUGE TRANSM. OIL TEMP	TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT	0	0
S	198048	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0

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				WEIGHT (LB)	
CAB INTERIOR (H THRU R)		DESCRIPTION		FRONT	REAR
S	20XA1X	KEY TYPES FOR DOORS	BASIC UNIQUE KEY	0	0
S	1740D4	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
S	73AD1X	ANTENNA - RADIO	RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE	0	0
S	1WAA1X	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) MOUNTED ON TOP OF DASH	0	0

				WEIGHT (LB)	
CAB INTERIOR (S THRU Z)		DESCRIPTION		FRONT	REAR
S	196096	SEAT - DRIVER'S	AIR-SEARS MID-BACK SEAT C-2 W/FABRIFORM CUSHIONS	0	0
	4850F0	SEAT COVERING	FABRIFORM CLOTH, BLACK, DRIVER SEATS	0	0
	5920D2	SEAT BELT(S)	LAP & SHOULDER BELTS FOR (2) DRIVER SEATS, TO BE ORANGE IN COLOR	0	0
	2WXTAX	STEERING WHEEL	DIAMETRE 406 MM STEERING WHEEL, RUBBER GRIP V1	0	0
	XRXB1X	STEERING WHEEL ADJUSTMENT	STEERING COLUMN, ADJUSTABLE TILT TELESCOPE	0	0
S	NPXB1X	TURN SIGNALS	SELF CANCELLING TURN SIGNALS	0	0
S	JQXAAX	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION	0	0
S	T2AA1X	WINDSHIELD PROTECTOR	FURNISH WINDSHIELD PROTECTOR	16	0

				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	28XD1X	FRONT GRILLE	LR BLACK GRILLE WITH BLACK SURROUND	0	0
	14400R	CAB	LH SIT DOWN DRIVING POSITION ONLY, EXTENDED CAB VERSION	0	0
	424007	CAB DOOR OPTIONS	LH & RH FRONT HINGED DOORS W/POWER WINDOWS BOTH SIDES	0	0
S	2EXA1X	CAB TILT PUMP	LOCATED IN STD LOCATION	0	0
S	Q2AA1X	CAB INSTEP VERSION	Cab Low Entry Step	0	0
S	MCD01D	PASSENGER SIDE VISIBILITY OPTIONS	WITHOUT AUXILIARY WINDOW IN RH DOOR WITHOUT SIDE CLOSE VIEW MIRROR	0	0
S	154AB0	HORN - AIR	(1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL	0	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	0	0
S	MCL0FL	MIRRORS - LEFT SIDE EXTERIOR	LH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW	0	0
S	MCR0CR	MIRRORS - RIGHT SIDE EXTERIOR	RH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW	0	0

				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
	9004Y0	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)	336	0
	5312N1	WHEELS - FRONT	22.5x9.00 ACCURIDE 41730x POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE (Total for QTY = 2)	120	0
S	FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS	0	0
	901AJ6	TIRES BRAND/TYPE - REAR	11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY) (Total for QTY = 8)	0	988
	3462Y6	WHEELS - REAR	22.5x8.25 ACCURIDE ACCU-LITE 43644x EXTRA POLISHED ALUMINUM, 6.59" OFFSET, 10 HAND HOLE (Total for QTY = 8)	0	318
S	RWT008	REAR AXLE TIRE & WHEEL QUANTITY	EIGHT REAR AXLE TIRES & WHEELS	0	0
S	H1EB1X	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH	0	0
S	15XABX	TIRE INFLATION VALVE	STANDARD VALVE STEMS AND CAPS	0	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
COMMUNICATION SYSTEMS		DESCRIPTION		FRONT	REAR
S	Y7CA1X	DIAGNOSTICS DISPLAY IN CLUSTER	DIAGNOSTICS DISPLAY IN CLUSTER, BASIC	0	0
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0
	2JCA1X	REMOTE DIAG SERVICES	REMOTE DIAGNOSTIC SERVICES, ENABLED	0	0

				WEIGHT (LB)	
ENGINE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	WOXA1X	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)	0	0
S	K7XY1X	ENGINE IDLE CONTROL	IDLE CONTROL, 600 RPM	0	0
S	X0AB0X	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
	A3AAAX	IDLE SHUTDOWN	ENGINE IDLE SHUTDOWN, ENABLE	0	0
	E0XHAX	ENGINE IDLE SHUTDOWN TIME	IDLE SHUTDOWN TIME 20 MIN.	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	D2AADX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0
S	B3ABAX	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)	0	0
S	B6ACEX	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM	0	0
S	B4ADAX	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0
S	B9AABX	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0

				WEIGHT (LB)	
TRANSMISSION ELECTRONICS		DESCRIPTION		FRONT	REAR
S	3IAZ1X	HILL START ASSIST	WITHOUT HILL START ASSIST	0	0
	7790Y9	TRANSMISSION ELECTRONICS PACKAGE	GENERAL REFUSE SERVICE (183)	0	0
	B1EB1X	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-REQUIRES PARK BRAKE TO BE DISENGAGED PRIOR TO SELECTING A GEAR TO DR	0	0
	MAV0AV	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	FUELSENSE, FULL NEUTRAL AT STOP	0	0

				WEIGHT (LB)	
VEHICLE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	JCXE6X	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	Y3CC5X	PEDAL RSL SETTING	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
VEHICLE ELECTRONICS		DESCRIPTION		FRONT	REAR
	E5AAEX	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 5 MPH, ABOVE SET SPEED	0	0
	L2CC1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 40KMH (25MPH)	0	0
	Q6FZ1X	DIFF LOCK SPEED LIMIT	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0	0
S	A4BAAX	DETECTION SPEED SENSR TMRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	G5AAHX	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	G3AAPX	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0
S	X5AB1X	VEHICLE APP SERVICE INTERVALS	SERVICE INTERVALS, VOCATIONAL APPLICATION	0	0
S	W8BAAX	SERVICE ALERT	WITH SERVICE ALERT	0	0
S	W5A90X	MAINTENANCE DUE ALERT %	ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING	0	0

				WEIGHT (LB)	
PTO ELECTRONICS		DESCRIPTION		FRONT	REAR
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0
S	L8CB1X	PTO1 DECEL BUMP-DOWN RPM	PTO1 DECEL "BUMP-DOWN" 50RPM	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0

				WEIGHT (LB)	
PAINT		DESCRIPTION		FRONT	REAR
S	950AA4	PAINT DESIGN	SINGLE COLOR	0	0
S	924014	PAINT TYPE	SOLID PAINT	0	0
	944CQ2	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029	0	0
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
	922001	CHASSIS RUNNING GEAR PROCESS CODE	CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X	0	0

PRICELIST DATE

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QUOTATION

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DATE

7/26/2024

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TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
PAINT		DESCRIPTION		FRONT	REAR
S	951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036	0	0
S	958018	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0

				WEIGHT (LB)	
CALCULATED CODES - KAX		DESCRIPTION		FRONT	REAR
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0
S	9VXA1X	REAR END CALCULATION	REAR END CALCULATION SYSTEM (PROPCALC+)	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION		FRONT	REAR
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0
S	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)	0	0
	M55055	CARRIER & AXLE HOUSING WARRANTY	STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,00 KM)	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0
S	M69089	GUARDDOG CONNECT BUNDLE	NO GUARDDOG CONNECT (ASIST & MACK ONECALL)	0	0

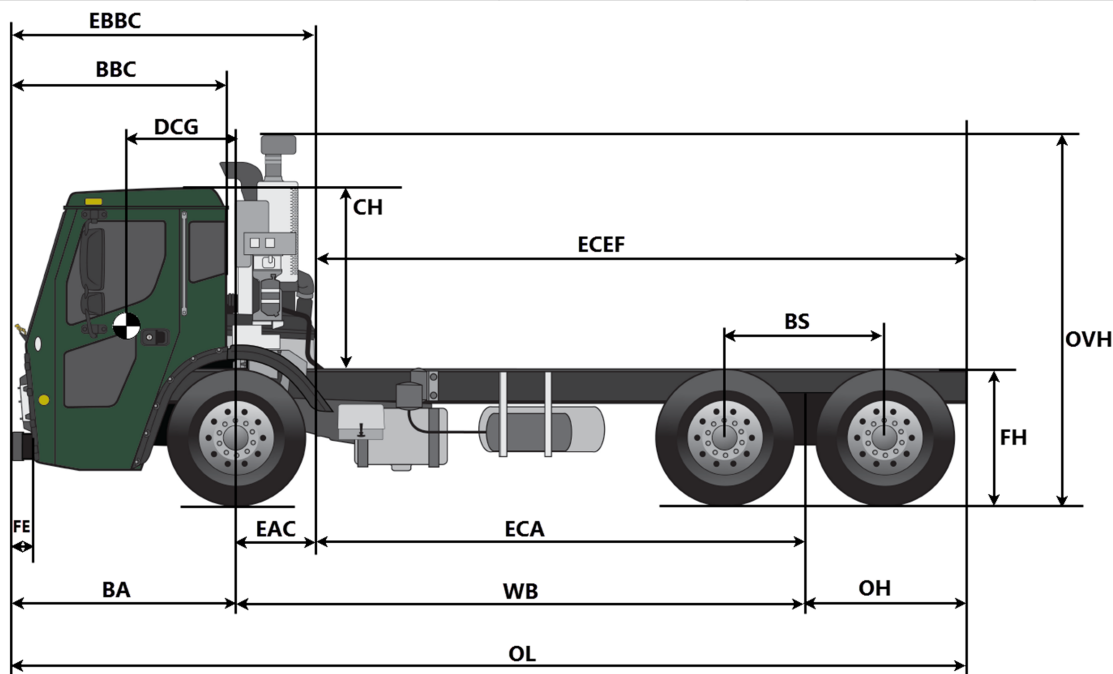
				WEIGHT (LB)	
CONNECTED SERVICES		DESCRIPTION		FRONT	REAR
S	S03011	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS	0	0
	S04011	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS	0	0
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

				WEIGHT (LB)	
Z - DO NOT USE - OBSOLETE		DESCRIPTION		FRONT	REAR
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

				WEIGHT (LB)	
ADDITIONAL ENGINEERING (Included)		DESCRIPTION		FRONT	REAR
CA		23M32297		0	0

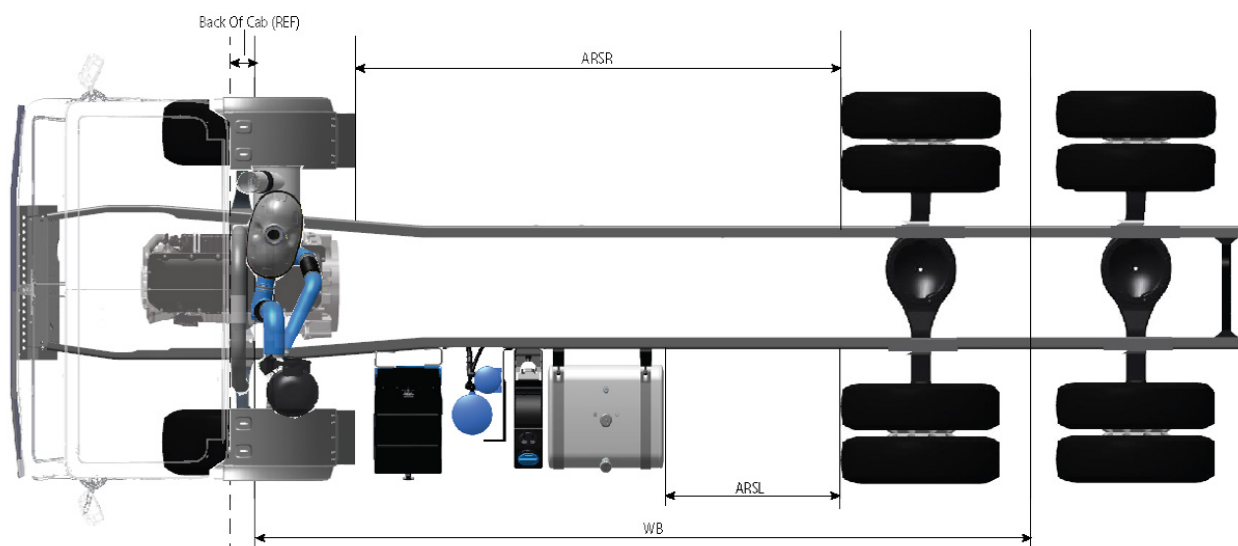
VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Length	UOM
Front Frame Extension	N/A	FE	0.0	INCHES
Bumper to Front Axle	N/A	BA	69.9	INCHES
Eff. Bumper to Front Axle	N/A	N/A	69.9	INCHES
Wheelbase	N/A	WB	221.1	INCHES
Rear Overhang	N/A	OH	90.9	INCHES
Overall Length	N/A	OL	381.9	INCHES
Bumper to Back of Cab	N/A	BBC	64.6	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	94.6	INCHES
Eff. Cab to Rear Axle	N/A	ECA	196.3	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	24.7	INCHES
Eff. Cab to End of Frame	N/A	ECEF	287.3	INCHES
Unladen Frame Height	N/A	FH	43.3	INCHES
Cab Height	N/A	CH	56.1	INCHES
Overall Height	N/A	OVH	99.3	INCHES
Driver CG	N/A	DCG	13.8	INCHES
54" AXLE SPACING (BOGIE WHEELBASE)	GWXDGX	BS	53.9	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	221.1	221.1
Available Rail Space Right	N/A	ARSR	N/A	127.1
Available Rail Space Left	N/A	ARSL	105.0	N/A
Eff. Front Axle to Back of Cab	N/A	REF	24.7	24.7
Front Axle To Fender	ABXLYX	N/A	28.0	28.0
Battery Box	393AD9	N/A	0.0	18.0
80 GALLON (300 L) ALUMINUM, 26"x24" RECTANGULAR / W/O RH FUEL TANK	288AH2 / 290AA1	N/A	34.1	0.0
Ad-Blue Tank	DF1021	N/A	6.0	0.0
Drive Tire Radius	901AJ6	N/A	21.0	21.0



Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	240AA3	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	20000	LB
Front Suspension	244AC3	MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	20000	LB
Front Tires	9004Y0	315/80R22.5 L BRIDGESTONE M870 (20000 lbs)	20000	LB
Front Wheels	5312N1	22.5x9.00 ACCURIDE 41730x POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE	20001	LB
Front GAWR			20000	LB
Rear Axle	268AB7	46000# (20900kg) MERITOR RT46-160	46001	LB
Rear Suspension	186AC7	MACK mRIDE 46 PARABOLIC 3-LEAF, 46,000 lb, STANDARD DUTY	46001	LB
Rear Tires	901AJ6	11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY)	48041	LB
Rear Wheels	3462Y6	22.5x8.25 ACCURIDE ACCU-LITE 43644x EXTRA POLISHED ALUMINUM, 6.59" OFFSET, 10 HAND HOLE	59199	LB
Rear GAWR			46001	LB
Truck GVWR			66000	LB
Gross Combination Weight Rating			0	LB
Tax Value GVWR (USA FET Only)			66000	LB

Arkansas Municipal Equipment

Invoice

P.O. Box 157
Poyen, Arkansas 72128
501 601 5588 ** info@ametrucks.com **

To: City of Fayetteville, Arkansas
1525 S. Happy Hollow Road
Fayetteville, Arkansas 72701
[Sourcewell Member #: 34143](#)

Invoice #: MTP1125

Date: 11/18/2025

AR Dealer # M 8116

Sourcewell Contract # 112014-NWY

Qty	Description	Each	Total
1.00	2026 Mack Terra Pro	\$ 379,500.00	\$ 379,500.00
	40YD New Way Front Load		
	VIN#: 1M2TE2GC1TM013617		
	MP7 - 355 HP Engine		
	Allison 4500 - 6 Speed Transmission		
	Warranty Included:		
	4 Year Engine & Aftertreatment		
	4 Year Transmission Warranty		
	4 Year Towing		
	4 Year Cylinder		
	4 Year Body		
	4 Year Hydraulic		
	ETA - 120 DAYS		
Subtotal			\$ 379,500.00
Sales tax			
Freight			
Total			\$ 379,500.00

TECHNICAL SPECIFICATION

TERRAPRO 64R



				WEIGHT (LB)	
MODEL DEFINING		DESCRIPTION		FRONT	REAR
S	PB100K	PRICE BOOK LEVEL	2026A Pricebook	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	002A02	CHASSIS (BASE MODEL)	TERRAPRO 64R DAYCAB	4,253	2,765
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84004	INTENDED REGISTRATION LOCATION	ARKANSAS	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	APPAA3	VEHICLE APPLICATION CLASS	CLASS B HIGHWAY-INNER CITY	0	0
	0050S5	VEHICLE USE & BODY/TRAILER TYPE	REFUSE FRONT LOADER TRUCK	0	0
S	032A39	OPERATING TERRAIN GRADE CONDITIONS	12% STARTING GRADE	0	0
S	033A10	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
	0342A4	VEHICLE VOCATION	REFUSE / LANDFILL OPERATION	0	0

				WEIGHT (LB)	
ENGINE/TRANSMISSIONS		DESCRIPTION		FRONT	REAR
S	1004Q0	ENGINE / MOTOR	MP7-355C MACK 355HP @ 1600-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21	2,633	139
S	136206	TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION	732	245

				WEIGHT (LB)	
EXHAUST/EMISSIONS		DESCRIPTION		FRONT	REAR
S	Z8FT1X	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
S	DPFAA3	DPF DIESEL PARTICULATE FILTER	CLEARTECH VV DPF VERTICAL LH SIDE BACK OF CAB W/SCR VERT RH SIDE BOC	0	0
S	DF1041	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" RIGHT SIDE FRAME MOUNTED	157	31
S	130AC7	EXHAUST	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END, SIDE OUTLET DIFFUSER	0	0
S	Q0AA1X	EXHAUST - BRIGHT FINISH	W/O VERT EXH-BRIGHT FINISH	0	0
S	W4BC1X	REGENERAT CONTROL SWITCH, DPF (CA in PC28 only)	NO INHIBIT DPF REGENERATION SWITCH	0	0
	78AAAX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2025	0	0

				WEIGHT (LB)	
ENGINE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	1250C5	AIR CLEANER	13" SINGLE ELEMENT, DRY TYPE W/SNORKEL BEHIND CAB, AIR RESTRICTION INDICATOR ON FILTER	0	0
S	H8XZ1X	BUG SCREEN	W/O BUG SCREEN/WINTER FRONT	-8	3

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
ENGINE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	113093	AIR COMPRESSOR/DRYER	WABCO 1800P AIR DRYER W/O TURBO CUT OFF VALVE, W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	KOXA1X	AIR DRYER - RELOCATION (CA)	AIR DRYER POSITION STANDARD	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	9	3
S	393AD9	BATTERY BOX - MOUNTING (x)	PERPENDICULAR TO FRAME 11" FROM NTOF (3 BATTERY MAX)	0	0
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC	0	0
S	NCXA5X	STARTER MOTOR	12 VOLT DELCO 39MT-MXT	31	0
	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	36	5
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
S	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0
S	508018	COOLING PERFORMANCE	W/O AUXILIARY COOLING	0	0
S	124AA2	HOSES - RADIATOR/HEATER	SILICONE RADIATOR AND HEATER HOSES	0	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
S	4TBA1X	ENGINE BLOCK HEATER RECEPTACLE (CA)	ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION	0	0

				WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT		DESCRIPTION		FRONT	REAR
S	MCB05B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0
	MRP002	MINIMUM REQUIRED DRIVELINE SIZE (KAX)	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS-M	0	0
	195AA9	DRIVELINE - MAIN	MERITOR 176 MXL "XTENDED LUBE" (PROPS-M)	3	3
S	204AA5	DRIVELINE - INTERAXLE	MERITOR 17 MXL "XTENDED LUBE"	0	0
S	76AA1X	DRIVESHAFT MAIN U-JOINT	UNIVERSAL JOINT HALF-ROUND TYPE (where applicable)	0	0
S	8WAAAX	DRIVESHAFT INTERAXLE U-JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S	3IBABX	FLYWHEEL HOUSING MATERIAL	FLYWHEEL HOUSING, ALUMINUM	51	0
S	7RXAEX	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS	0	0
S	139008	TRANSMISSION OIL COOLER	ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES	0	0

				WEIGHT (LB)	
FRONT AXLE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	325	0
S	244AB4	SPRINGS - FRONT	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	-119	0
S	241081	BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+	16	0
	UDXA1X	DUST SHIELDS - FRONT	DUST SHIELDS FOR FRONT AXLE	5	0
S	U0AA1X	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC	0	0
	V7AD1X	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, MGM	0	0
S	0KXA1X	HUBS - FRONT	FERROUS	0	0
S	1KAA1X	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE	20	0
S	245AB3	STEERING	SHEPPARD XD120 STEERING GEAR (RATIO 23:1)	181	0

PRICELIST DATE

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6/10/2025

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TECHNICAL SPECIFICATION (cont.)



				WEIGHT (LB)	
FRONT AXLE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	K9AZ1X	POWER STEERING, COOLER	WITHOUT POWER STEERING, COOLER	0	0

				WEIGHT (LB)	
REAR AXLE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	268AA9	REAR AXLE	46000# (20900kg) MACK S462R CAST DUCTILE IRON HOUSING	0	1,614
S	6MAA1X	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE	0	0
S	617002	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 80W90 MINERAL OIL	0	0
S	01800R	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0	0
S	3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
	TAX2CX	REAR AXLE RATIO	5.04 RATIO	0	0
S	1860J6	REAR SUSPENSION	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, STANDARD DUTY	0	1,930
	402AA1	SPRINGS - ANTI-SWAY	W/O ANTI-SWAY	0	-103
	XZXA1X	TRUNNION BUSHING	BRONZE	0	36
S	GWXABX	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)	0	0
	2AAABX	SHOCK INSULATORS	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP	0	5
	XYXB1X	TRANSVERSE TORQUE RODS	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)	0	67
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)	0	-35
	U4XA5X	BRAKE DRUMS - REAR	CENTRIFUSE	0	-88
S	U1AA1X	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC	0	0
	UEXA1X	DUST SHIELDS - REAR BRAKE	DUST SHIELDS FOR REAR AXLE	12	5
	V1AB1X	SPRING BRAKE CHAMBERS - SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
	N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down	0	0
	300AM0	SPRING BRAKE CHAMBERS - VENDOR	MGM TR-T2 (TAMPER RESIST & BREATHER TUBE BRAKE CHAMBERS) LONG STROKE (Total for QTY = 2)	0	0
S	3GAA1X	BRAKE CHAMBER DIAPHRAGM MATERIAL (CA in PC28 only)	W/O BRAKE DIAPHRAGM OPTION	0	0
S	0LXI5X	HUBS - REAR	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	318
	698058	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION		FRONT	REAR
	271210	WHEELBASE	210"	20	20
	374090	AF (OVERHANG)	90"	-44	219
S	MCE0JE	FRAME RAILS & LINERS	8 x 82 x 336mm - (0.312" x 3.25" x 13.25")W/ Full Liner; RBM 2,836,800 LB-IN	0	0
	5CAACX	FRONT FRAME EXTENSION	13" FOR REFUSE SERVICE	168	-4
S	A0XJ5X	FRONT FRAME LENGTH	FRONT FRAME LENGTH 1187MM	113	-15
S	281AI1	CROSSMEMBERS	STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL	0	0
S	9DEB1X	AUX CROSSM. IN REAR OVERH TYPE	SINGLE CHANNEL WELDED AUXILIARY CROSSMEMBER TYPE	-11	45
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-11	60
S	4DXM8X	BUMPER - FRONT	EXTENDED-SWEPT BACK-STEEL (INCL. CENTER TOW PIN) N/A W/ FRONT FRAME EXT.	0	0
S	2RAA2X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON R.H TANK	0	0
S	290AI3	FUEL TANK - RH	70 GALLON (265 L) ALUMINUM, 26"x24" RECTANGULAR	67	67
S	JHXB1X	FUEL SYSTEM - DUAL	BRAIDED HOSE	0	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION		FRONT	REAR
S	HBXAOX	FUEL TANK POSITION (CA in PC28 only)	RELOCATE R.H. TANK AS FAR FORWARD AS POSSIBLE, 5" BELOW TOP OF RAIL	0	0
S	852072	FUEL FILLER NECK OPTIONS	FOR RH FUEL TANK	0	0

				WEIGHT (LB)	
AIR/BRAKE		DESCRIPTION		FRONT	REAR
S	UWXC1X	AIR TANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	0	0
S	U2XB1X	AIR TANK MATERIAL & FINISH	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0

				WEIGHT (LB)	
ELECTRICAL		DESCRIPTION		FRONT	REAR
S	312022	IDENTIFICATION/CLEARANCE LIGHTS	TRUCKLITE ROOF MARKER FOR TERRAPRO	0	0
S	LJXB1X	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED	0	0
S	LSXG6X	DAYTIME RUNNING LIGHTS	PARK BRAKE ACTIVATED	0	0
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	5
S	M4XAAX	AUX. POWER OUTLET, INTERIOR (CA in PC28 only)	COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT	0	0
S	3BCB1X	MARKER/DIR SIGNAL	FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE	3	0

				WEIGHT (LB)	
PTO		DESCRIPTION		FRONT	REAR
	183AA2	FRONT ENGINE PTO	1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)	18	-2
S	189AJ9	TRANSMISSION MOUNTED PTO	PREP KIT FOR EXTENDED SHAFT PTO, REAR MOUNTED	0	0
S	L3XN1X	BODY BUILDER MODULE	ControlLink III BODY BUILDER EL PREP KIT, REFUSE, RP170 ELECT. INTERFACE (3 CON 54 PINS)	0	0

				WEIGHT (LB)	
SPECIALTY EQUIPMENT		DESCRIPTION		FRONT	REAR
S	MCVZ1X	PASSIVE SAFETY SYSTEM	WITHOUT PASSIVE SAFETY SYSTEM	0	0
S	8FXU1X	FRAME MODIFICATION	UNIFORM LOAD NO ADAPTATION	0	0

				WEIGHT (LB)	
CAB INTERIOR (A THRU G)		DESCRIPTION		FRONT	REAR
S	1730B3	AIR CONDITIONING/HEATER	(TE) MANUAL CONTROL CLIMATE UNIT	0	0
S	1PAZ1X	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA	0	0
	786036	FIRE EXTINGUISHER	5LB.FIRE EXT.(ABC RATED) MTD HORIZ ON DASH CONSOLE AT REAR OF CAB W/NOZZ TOWARD DRIVER	14	0
S	E0AABX	GAUGE TRANSM. OIL TEMP	TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT	0	0
S	198048	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
CAB INTERIOR (H THRU R)		DESCRIPTION		FRONT	REAR
S	6WXA1X	BODY BUILDER CONSOLE	CONSOLE INCLUDED WITH CONTROL LINK III	0	0
S	20XA1X	KEY TYPES FOR DOORS	BASIC UNIQUE KEY	0	0
S	E3XG1X	FORWARD OVERHEAD STORAGE	FORWARD OVERHEAD STORAGE, RADIO SHELF, COVER, BLANK, BLANK	0	0
S	1740D4	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
S	73AD1X	RADIO - ANTENNA	RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE	0	0
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE	0	0
S	1WAE1X	RADIO - BINDING POSTS FOR CB	FURNISH IN OVERHEAD CONSOLE	0	0

				WEIGHT (LB)	
CAB INTERIOR (S THRU Z)		DESCRIPTION		FRONT	REAR
S	196096	SEAT - DRIVER	AIR-SEARS MID-BACK SEAT C-2 W/FABRIFORM CUSHIONS	0	0
S	197057	SEAT - PASSENGER'S	SEARS SEATING C2 W/FABRIFORM CUSHIONS (MID BACK) NON-SUSPENSION	0	0
S	4850C5	SEAT COVERING	FABRIFORM CLOTH, BLACK, DRIVER AND RIDER SEATS	0	0
S	592072	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) (NOT AVAILABLE WITH EXTENDED RIDER SEAT)	0	0
S	2WXAAX	STEERING WHEEL	DIAMETER 450MM STEERING WHEEL, RUBBER GRIP V1	0	0
S	87AA1X	WINDSHIELD WIND DEFLECTOR (CA)	FURNISH STANDARD FINISH	0	0

				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	28XG1X	FRONT GRILLE	BLACK GRILLE WITH GREY SURROUND	0	0
S	T2AA1X	WINDSHIELD PROTECTOR	FURNISH WINDSHIELD PROTECTOR	16	0
S	144AA2	CAB	CA531 LOW-PROFILE COE (WELDED STEEL GALVANIZED SHELL) INCLUDES MACK RUST PREVENTATIVE PROCEDURES	0	0
	424024	CAB DOOR OPTIONS	DOORS, COMPOSITE, LH & RH ROLL UP WINDOWS	9	0
S	2EXA1X	CAB TILT PUMP	LOCATED IN STD LOCATION	0	0
S	Q2AA1X	CAB ACCESS STEPS	Cab Low Entry Step	0	0
S	MCD01D	PASSENGER SIDE VISIBILITY OPTIONS	WITHOUT AUXILIARY WINDOW IN RH DOOR WITHOUT SIDE CLOSE VIEW MIRROR	0	0
S	0JAA1X	GRAB HANDLES	STANDARD GRAB HANDLE OPTION RH & LH, BEHIND DOOR	0	0
S	154AA6	HORN - AIR	(1) BLACK TWIN TRUMPET, UNDER CAB MOUNTED	5	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	5	0
S	MCL01L	MIRRORS - LEFT SIDE EXTERIOR	LH POLISHED FLAT MANUALLY OPERATED, UN-HEATED, W/ UN-HEATED 8" SS CLOSE VIEW	3	0
S	MCR01R	MIRRORS - RIGHT SIDE EXTERIOR	RH POLISHED FLAT MANUALLY OPERATED, UN-HEATED, W/ UN-HEATED 8" SS CLOSE VIEW	0	0

				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
	900800	TIRES BRAND/TYPE - FRONT	425/65R22.5 L MICHELIN XZE (22800 lbs) (Total for QTY = 2)	397	0
	5313N1	WHEELS - FRONT	22.5x12.25 MAXION 222205x WHITE PAINT TOP COAT STEEL, 4.53" OFFSET, 5 HAND HOLE (Total for QTY = 2)	221	0
S	FWT002	TIRE & WHEEL QUANTITY - FRONT	TWO FRONT TIRES & WHEELS	0	0
	9016U1	TIRES BRAND/TYPE - REAR	11R22.5 H MICHELIN X WORKS D (24020 lbs) (DRIVE ONLY) (Total for QTY = 8)	0	1,147
	3462A6	WHEELS - REAR	22.5x8.25 ACCURIDE HEAVY DUTY 28828x WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE (Total for QTY = 8)	0	635

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
S	RWT008	TIRE & WHEEL QUANTITY - REAR	EIGHT REAR AXLE TIRES & WHEELS	0	0
S	H1EB1X	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH	0	0
S	15XABX	VALVE STEMS & CAPS	STANDARD VALVE STEMS AND CAPS	0	0

				WEIGHT (LB)	
COMMUNICATION SYSTEMS		DESCRIPTION		FRONT	REAR
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0
	2JCA1X	REMOTE DIAGNOSTIC SERVICES	REMOTE DIAGNOSTIC SERVICES, ENABLED	0	0

				WEIGHT (LB)	
ENGINE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	WOXA1X	SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)	0	0
	K7XH3X	LOW IDLE ENGINE RPM	IDLE CONTROL, 650 RPM	0	0
S	X0AB0X	IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	D2AADX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0
S	B3ABAX	EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)	0	0
S	B6ACEX	EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM	0	0
S	B4ADAX	EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0
S	B9AABX	EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0

				WEIGHT (LB)	
TRANSMISSION ELECTRONICS		DESCRIPTION		FRONT	REAR
S	M05015	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	W/O TRANSMISSION SHIFT SETTINGS	0	0
S	3IAZ1X	HILL START ASSIST	WITHOUT HILL START ASSIST	0	0
S	6SAZ1X	TRANSMISSION KICK-DOWN MODE	WITHOUT TRANSMISSION KICK-DOWN MODE	0	0
	7790V9	TRANSMISSION ELECTRONICS PACKAGE	GENERAL REFUSE SERVICE (142)	0	0
	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-ALLOWS THE DRIVER TO ENGAGE GEAR PRIOR TO DISENGAGING THE PARK BRAKE	0	0
	MAV0AV	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	FUELSENSE, FULL NEUTRAL AT STOP	0	0

				WEIGHT (LB)	
VEHICLE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	JCXE6X	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0

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TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
VEHICLE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	Y3CC5X	PEDAL SPEED LIMITER	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	E5AACX	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0	0
	Q6FZ1X	DIFF LOCK SPEED LIMIT	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0	0
S	A4BAAX	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	G5AAHX	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	G3AAPX	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0
S	X5AB1X	VEHICLE APP SERVICE INTERVALS	SERVICE INTERVALS, VOCATIONAL APPLICATION	0	0
S	W8BAAX	DATAMAX MAINT MONITOR	WITH SERVICE ALERT	0	0
S	W5A90X	MAINTENANCE DUE ALERT %	ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING	0	0

				WEIGHT (LB)	
PTO ELECTRONICS		DESCRIPTION		FRONT	REAR
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0
S	L8CB1X	PTO1 DECEL BUMP-DOWN RPM	PTO1 DECEL "BUMP-DOWN" 50RPM	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0

				WEIGHT (LB)	
PAINT		DESCRIPTION		FRONT	REAR
S	950AA4	PAINT DESIGN	SINGLE COLOR	0	0
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188	0	0
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0

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TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
PAINT	DESCRIPTION			FRONT	REAR
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
S	941998	PAINT: CAB INTERIOR	W/O SPECIAL CAB INTERIOR PAINT (PAINT EXTERIOR COLOR)	0	0
	922001	CHASSIS RUNNING GEAR PROCESS CODE	CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X	0	0
S	951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036	0	0
S	958018	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

				WEIGHT (LB)	
CALCULATED CODES - KAX	DESCRIPTION			FRONT	REAR
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0
S	9VXA1X	REAR END CALCULATION	REAR END CALCULATION SYSTEM (PROPCALC+)	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES	DESCRIPTION			FRONT	REAR
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0
S	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data	0	0
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0
S	M82998	MACK ULTRA SERVICE	NO SERVICE CONTRACT INCLUDED	0	0

				WEIGHT (LB)	
CONNECTED SERVICES	DESCRIPTION			FRONT	REAR
S	S03011	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS	0	0
	S04011	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS	0	0
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

FRONT / REAR AXLE WEIGHTS (LB)

9335 9145

TOTAL WEIGHT (LB)

18480

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PERFORMANCE - PREDICTOR



Inputs Required	DWGRef	Inputs	UOM
Vehicle Type		Aero Muscle Hood - Roof Fairing (0.60)	MPH
Performance Level		>67 MPH / >108KPH	MPH
Frontal Area		110.0	FEET ²
Accessory Power Loss		11.0	HP

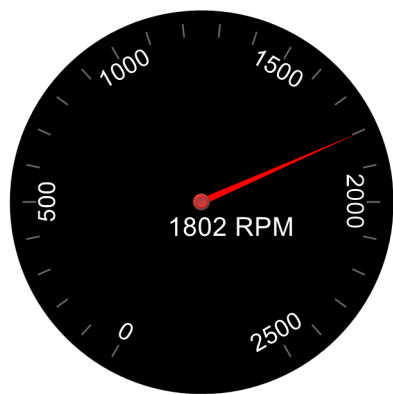
VEHICLE SPECIFICATION SUMMARY			
Model		TERRAPRO 64R	
Gross Combination Weight		CAB OVER HEAVY TRUCKS	
Vehicle Application		12% STARTING GRADE	
Body/Trailer Type		REFUSE FRONT LOADER TRUCK	
Loading/Unloading Surface Type		CONCRETE LOADING AND / OR UNLOADING SURFACE	
Engine		MP7-355C MACK 355HP @ 1600-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21	
Peak Power	HP	355.0 @ 1550 - 1800	
Peak Torque	Newton Meters	1695 @ 1000	
Transmission		4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION	
Rear Axle		46000# (20900kg) MACK S462R CAST DUCTILE IRON HOUSING	
Rear Axle Ratio		5.04	
Rear Tire		11R22.5 H MICHELIN X WORKS D (24020 lbs) (DRIVE ONLY)	
Tire Revolutions per	Mile	491	
Total Reduction		3.38	

CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ 65 MPH	65.2	MPH	1802		
Engine RPM @ Desired Cruise Speed	65.2	MPH	1802	1275 - 1375 rpm	CHECK!
Engine RPM @ Road Speed Limit (RSL)	65.2	MPH	1802	< 2100 rpm	OK
Sweet Spot Cruise Speed Range in Top Gear	46.2 - 49.8	MPH	1275 - 1375		
Top Gear Speed Range	36.2 - 76.0	MPH	1000 - 2100	60.0 MPH	OK
Minimum Practical Speed In Reverse	2.6	MPH	600		
Maximum Practical Speed in Reverse	9.2	MPH	2100		
Minimum Practical Speed In Lowest Forward Gear	1.3	MPH	600		
Maximum Practical Speed In Lowest Forward Gear	4.5	MPH	2100		
	Concrete / Asphalt		UOM		
Wheel HP Required at (65 MPH) Cruise Speed	221.2 / 242.1		HP		
Wheel HP Required at (75 MPH) Road Speed Limit	221.2 / 242.1		HP		
Wheel HP Required at (92 MPH) Top Speed	311.1 / 336.3		HP		

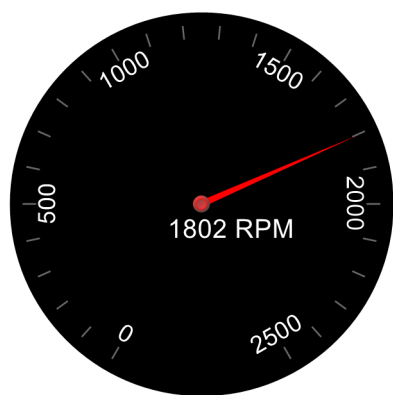
VEHICLE SPECIFICATION SUMMARY			
Gradeability		Recommended Min. Gradeability in Top Gear	
Maximum in Top Gear (Concrete)	1.7%	1.9%	CHECK!
Maximum in Top Gear (Asphalt)	1.5%	1.9%	CHECK!
Startability		Recommended Min. Startability	
In Lowest Gear	29.2%	12.0%	OK
Loading/Unloading Surface Type	CONCRETE LOADING AND / OR UNLOADING SURFACE		
		Recommended Speed on 1.5% Grade	
Speed on a 1.5% Grade (Concrete)	44.3 MPH	>67 MPH	CHECK!
	@1225 rpm in 7th gear	PL5	
Suggested Value for Gear Down Vehicle Speed	RSL - 10		
Driveability Rating	Status		
100% Max Power available after shift	CAUTION!		
>95% Very Good >90% Acceptable			
Performance Level	Recommended Speed on 1.5% Grade	Min. Gradeability in Top Gear	
PL5 - High Performance	>67 MPH	1.9%	
PL4 - Performance	61 - 67 MPH	1.7%	
PL3 - Economy	54 - 60 MPH	1.5%	
PL2 - Fleet / Construction	47 - 53 MPH	1.3%	
PL1 - Heavy Haul	40 - 46 MPH	1.1%	



RPM at 65 MPH



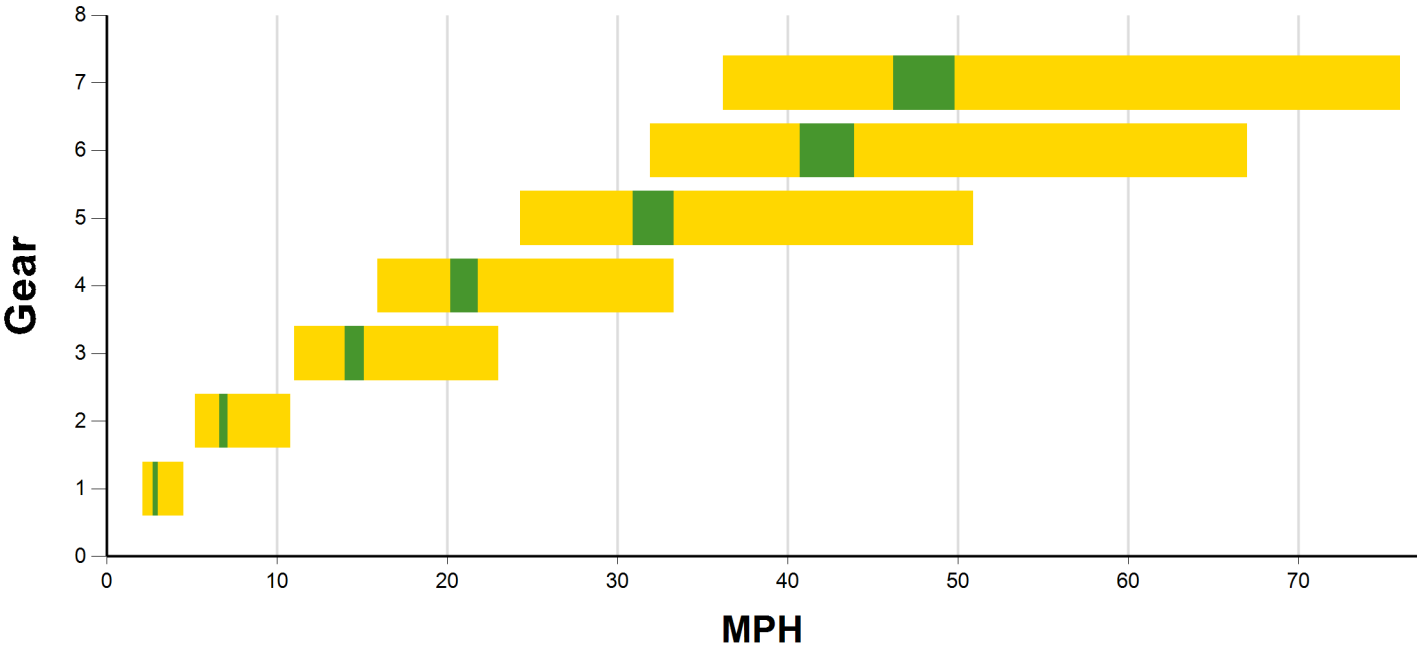
RPM at Cruise Speed



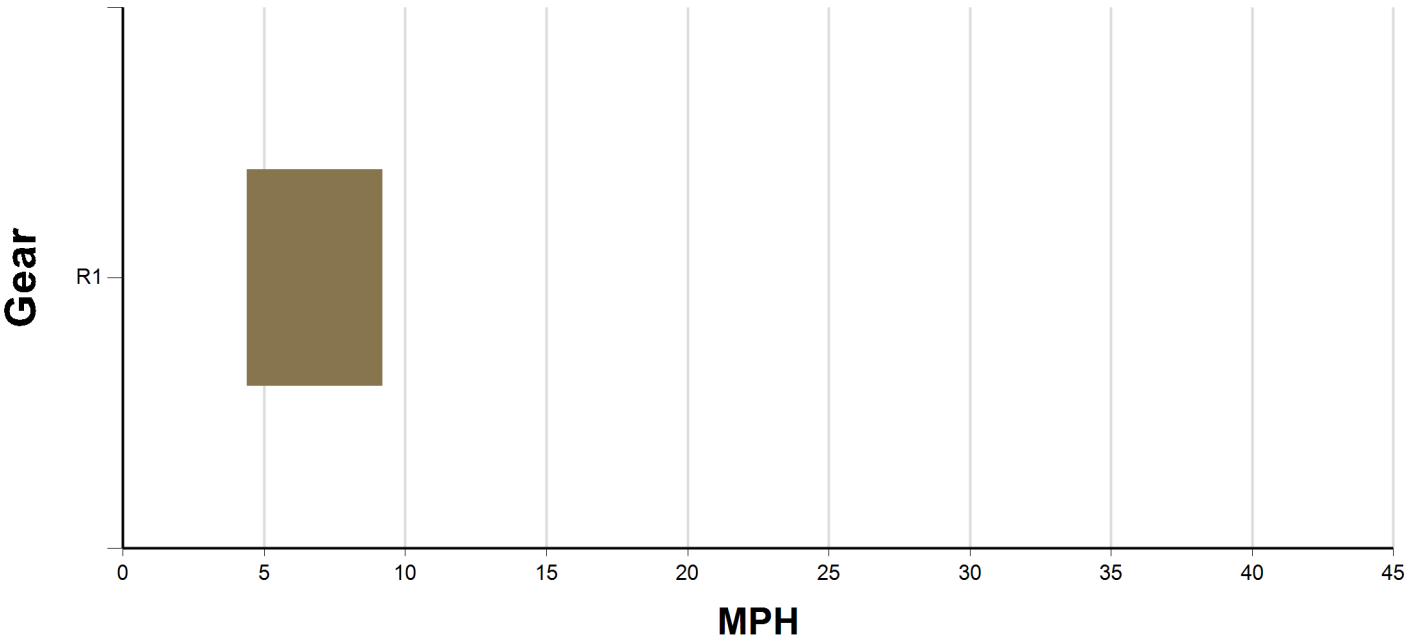
	MPH	RPM
Minimum of Engine Range	36.2	1000.00
Minimum of Economy Range	46.2	1275.00
Cruise Speed	65.2	1802.37
Maximum of Economy Range	49.8	1375.00
Road Speed Limit	65.2	1802.37
Maximum of Engine Range	76.0	2100.00



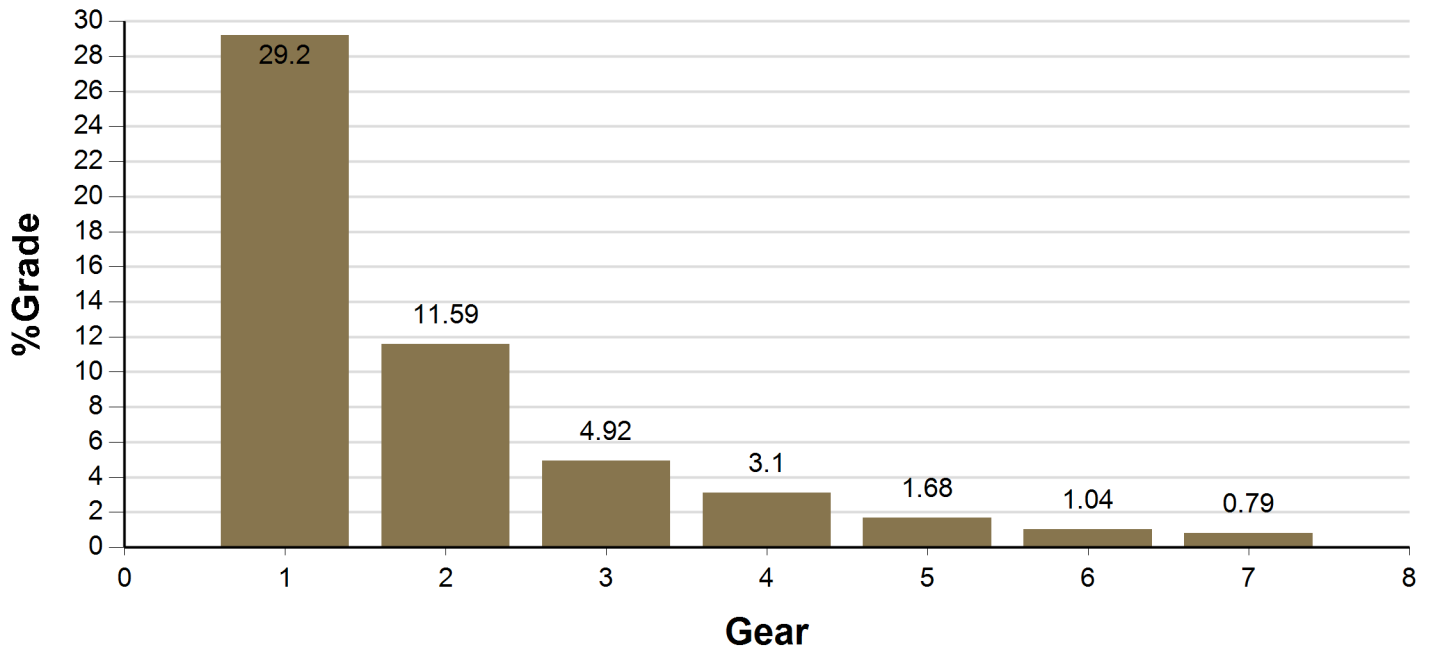
Forward Geared Speed



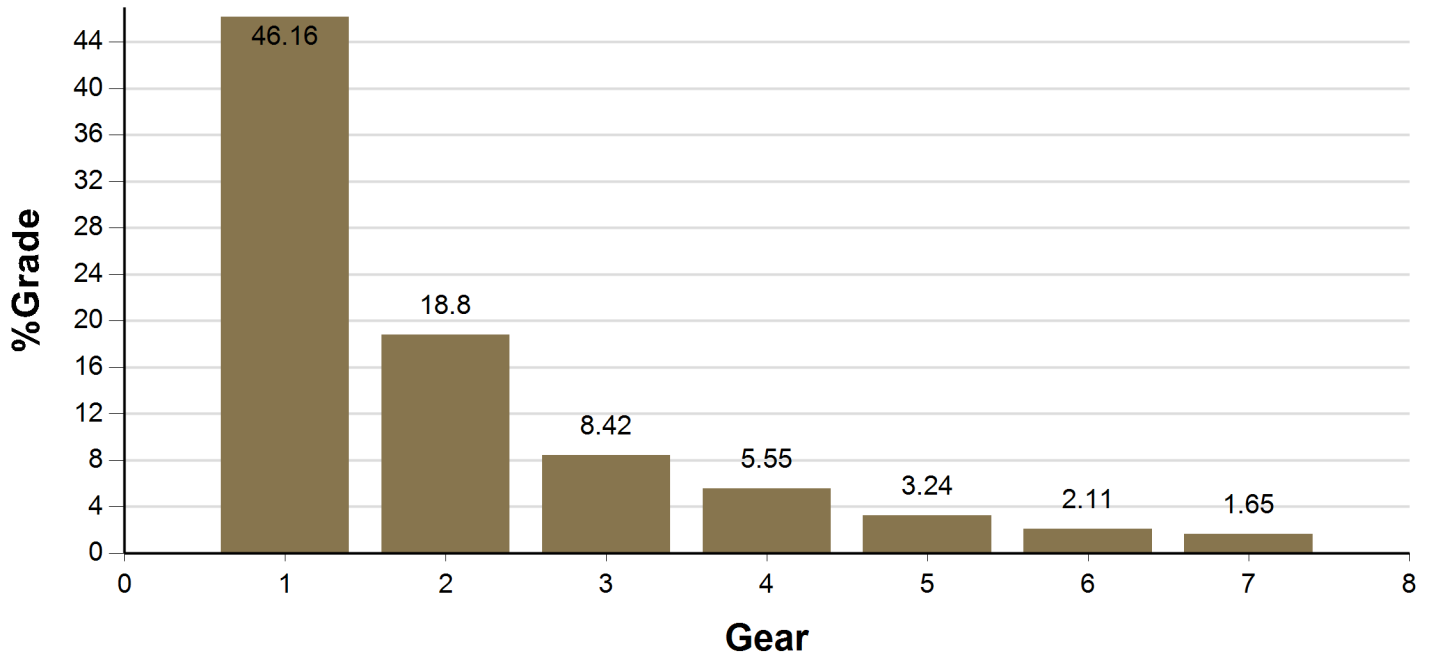
Reverse Geared Speed



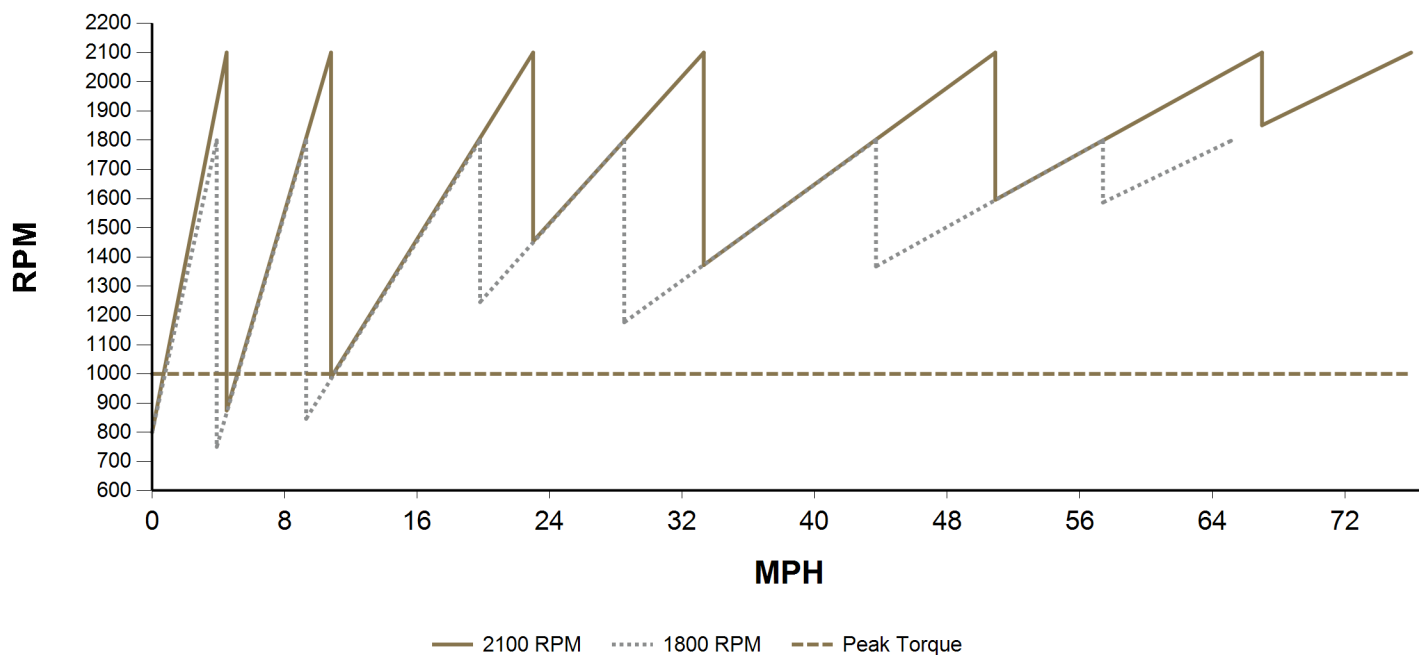
Startability



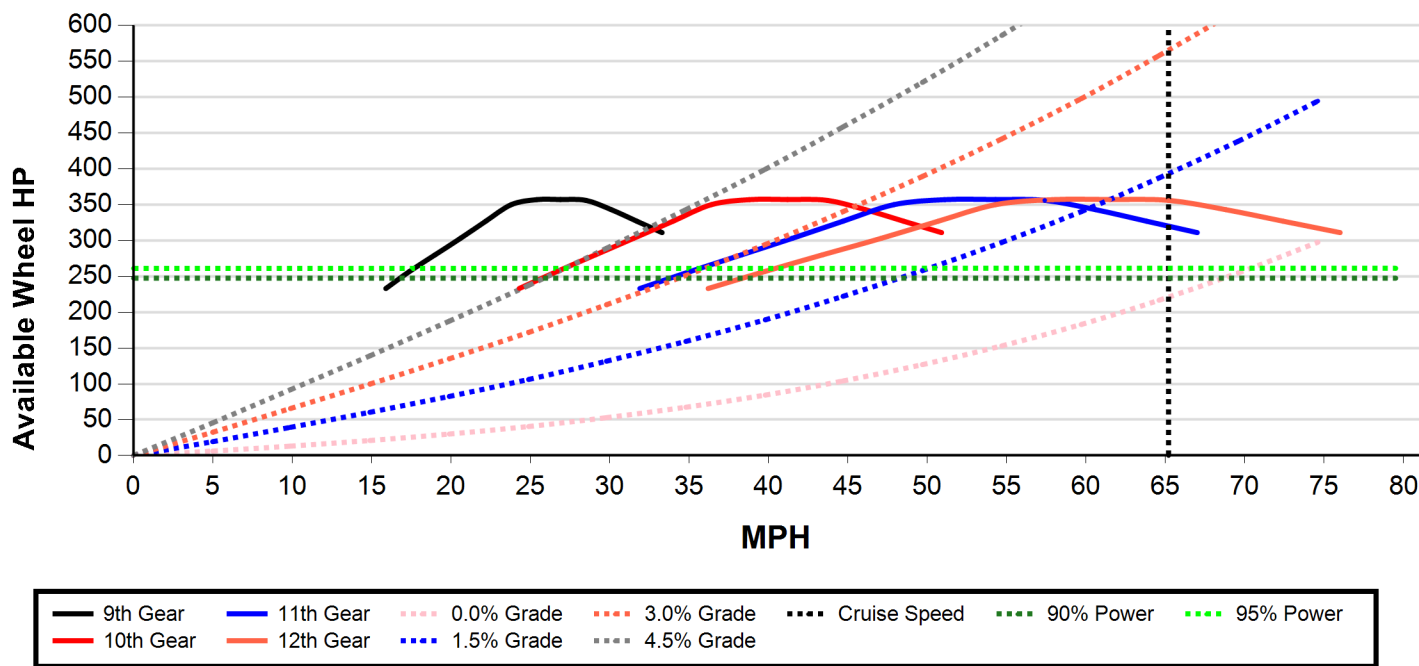
Gradeability at Max Torque



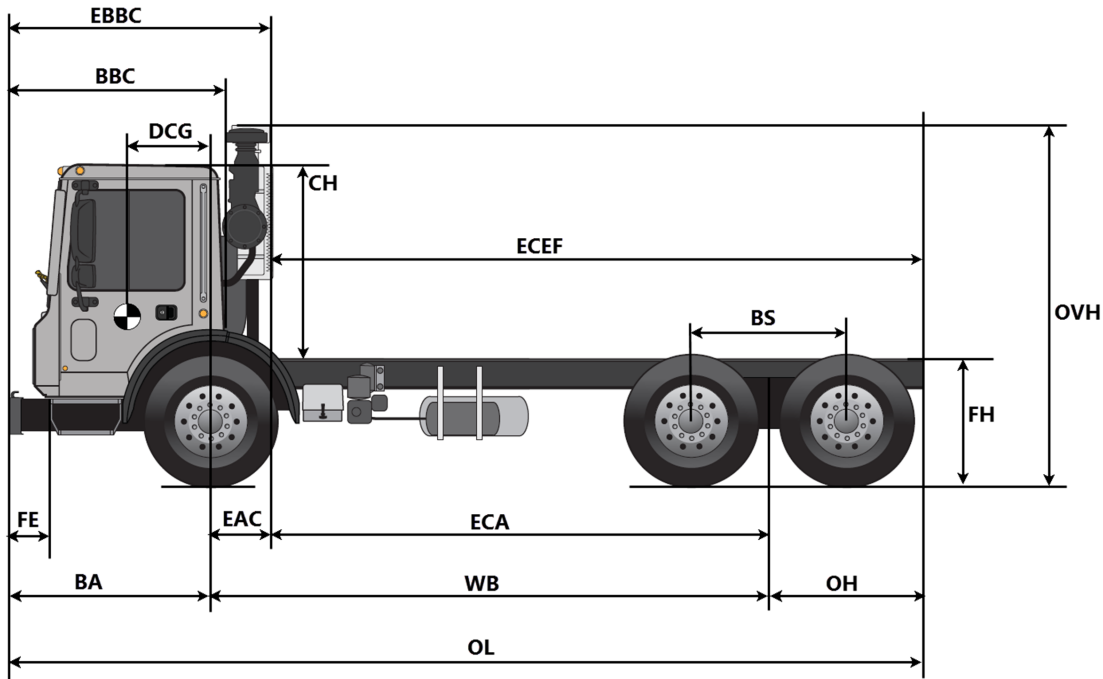
Shift Chart



Horsepower VS. Speed

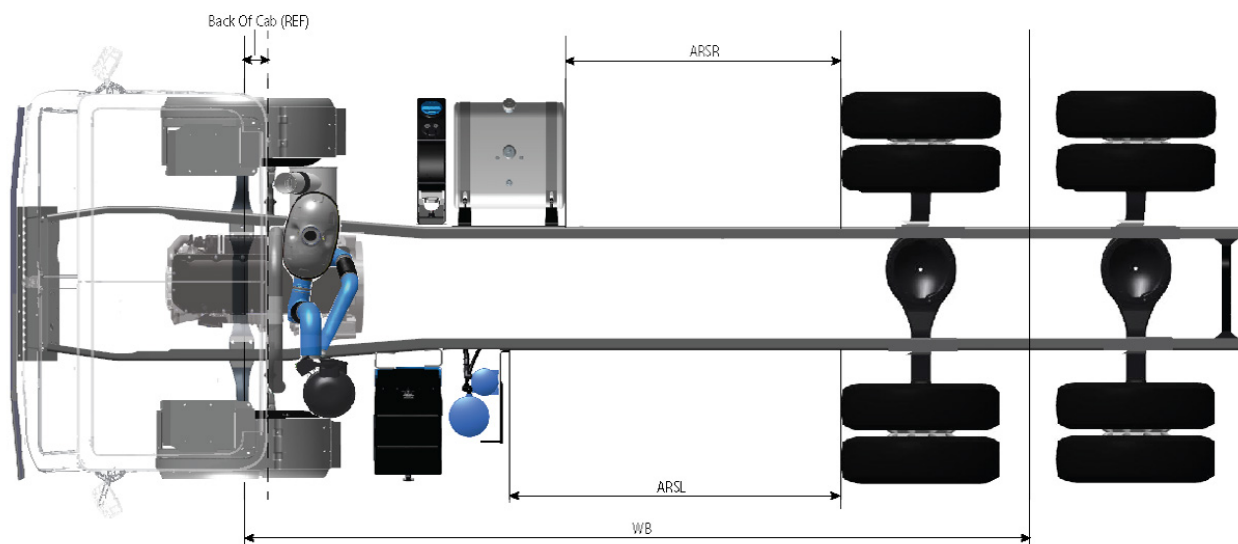


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
Front Frame Extension	FE	13.0	INCHES
Bumper to Front Axle	BA	59.5	INCHES
Eff. Bumper to Front Axle	N/A	72.5	INCHES
Wheelbase	WB	210.0	INCHES
Rear Overhang	OH	90.0	INCHES
Overall Length	OL	372.5	INCHES
Bumper to Back of Cab	BBC	63.0	INCHES
Eff. Bumper to Back of Cab	EBBC	98.0	INCHES
Eff. Cab to Rear Axle	ECA	184.5	INCHES
Eff. Front Axle to Back of Cab	EAC	25.5	INCHES
Eff. Cab to End of Frame	ECEF	274.5	INCHES
Unladen Frame Height	FH	43.3	INCHES
Cab Height	CH	61.6	INCHES
Overall Height	OVH	105.0	INCHES
Driver CG	DCG	13.8	INCHES
50" AXLE SPACING (BOGIE WHEELBASE)	BS	50.0	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	210.0	210.0
Available Rail Space Right	N/A	ARSR	N/A	82.2
Available Rail Space Left	N/A	ARSL	136.0	N/A
Eff. Front Axle to Back of Cab	N/A	REF	25.5	25.5
Front Axle To Fender	ABXLXX	N/A	28.0	28.0
Battery Box	393AD9	N/A	0.0	18.0
WITHOUT LH FUEL TANK / 70 GALLON (265 L) ALUMINUM, 26"x24" RECTANGULAR	288AA1 / 290AI3	N/A	0.0	29.8
Ad-Blue Tank	DF1041	N/A	0.0	6.0
Drive Tire Radius	9016U1	N/A	21.1	21.1

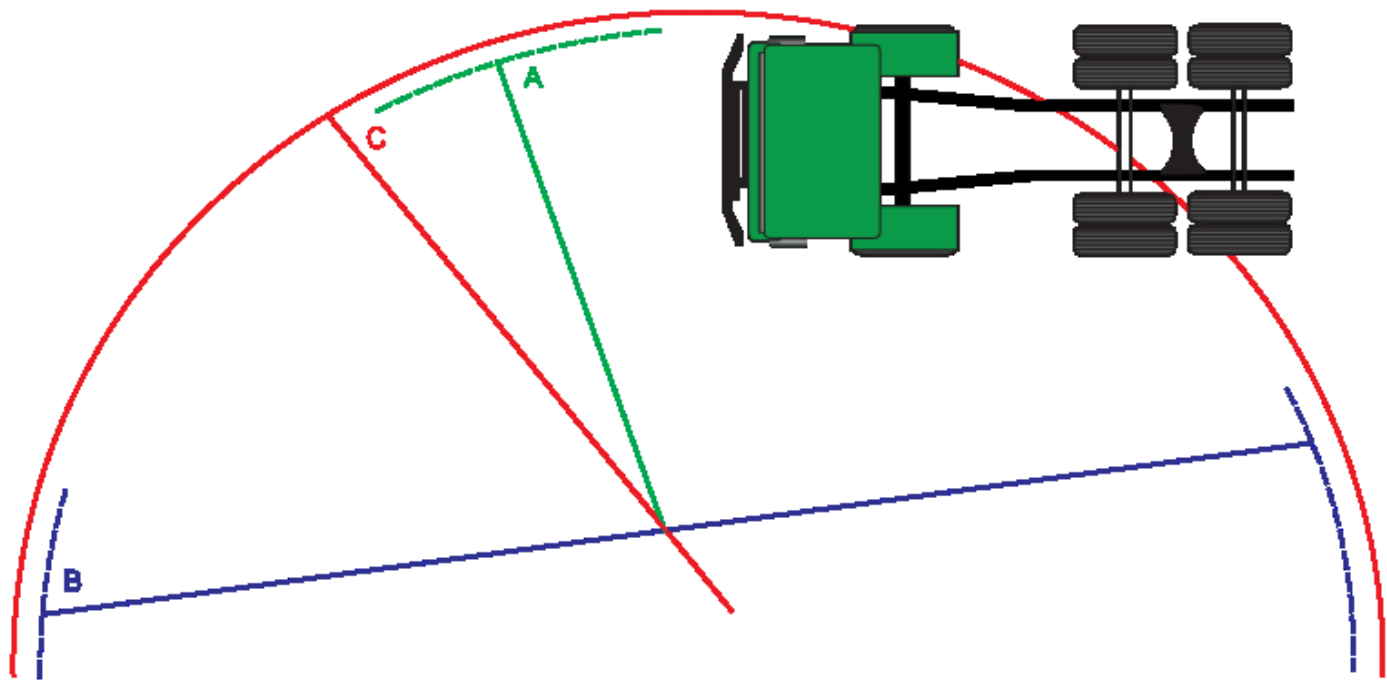


Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
			Rear		
Description	Sales Code	Dwg Ref	Unladen	Laden	UOM
Tire Radius	9016U1	A	21.1	19.8	INCHES
Suspension Height	1860J6	B	11.7	8.7	INCHES
Frame Depth	YBXH1X	C	10.6	10.6	INCHES
Total Height	N/A	E	43.3	39.0	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
SAE Turning Radius	A*	36.6	FEET
Adjusted Turning Radius	A	40.6	FEET
Curb-to-Curb Diameter	B	82.5	FEET
Wall-to-Wall Diameter	C	93.5	FEET



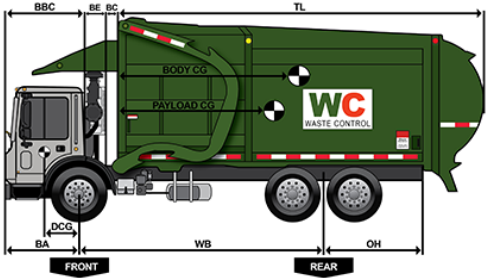
Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

- The actual location of the turning center depends on:
- Whether the drive tire equipment is single or dual.
 - The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
 - Manufacturing tolerances within the steering components



Inputs Required	DWGRef	Inputs	UOM
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	59.5	INCHES
Wheelbase	N/A	WB	210.0	INCHES
Rear Overhang	N/A	OH	90.0	INCHES
Bumper to Back of Cab	N/A	BBC	63.0	INCHES
BOC Exhaust Space	DPFAA3	N/A	22.0	INCHES
Driver CG from Front Axle	N/A	DCG	13.8	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	9335	9145	18480	LB
Driver(s) & Equipment Weight	188	14	201	LB
Fuel	446	34	480	LB
Body/Trailer	1375	2127	3501	LB
Total Tare	11343	11318	22660	LB
Payloads				
First Body Payload	17020	26321	43341	LB
Total - Lift Axles Down	28362	37639	66000	LB
GAWR	20000	46001	66000	LB



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	240AA3	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	20000	LB
Front Suspension	244AB4	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	20000	LB
Front Tires	900800	425/65R22.5 L MICHELIN XZE (22800 lbs)	22801	LB
Front Wheels	5313N1	22.5x12.25 MAXION 222205x WHITE PAINT TOP COAT STEEL, 4.53" OFFSET, 5 HAND HOLE	20000	LB
Front GAWR			20000	LB
Rear Axle	268AA9	46000# (20900kg) MACK S462R CAST DUCTILE IRON HOUSING	46001	LB
Rear Suspension	1860J6	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, STANDARD DUTY	46001	LB
Rear Tires	9016U1	11R22.5 H MICHELIN X WORKS D (24020 lbs) (DRIVE ONLY)	48041	LB
Rear Wheels	3462A6	22.5x8.25 ACCURIDE HEAVY DUTY 28828x WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE	64001	LB
Rear GAWR			46001	LB
Truck GVWR			66000	LB
Gross Combination Weight Rating			0	LB
Tax Value GVWR (USA FET Only)			66000	LB

MACK®



Mack Trucks
www.macktrucks.com

Invoice

To: City of Fayetteville, Arkansas
1525 S. Happy Hollow Road
Fayetteville, Arkansas 72701
[Sourcewell Member #: 34143](#)

Date: 11/18/2025

[illegible]

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPDJ0X1TF776039

PAGE 001
AS OF 06/11/25

UNIT TYPE 2

DEALER CODE - P629

CUSTOMER NO - RNLI

DATES

NAME AND ADDRESS

ARKANSAS MUNICIPAL EQUIPMENT

REQ DELV 05/31/25

TLG PETERBILT - FORT SMITH

DELIVERY 06/11/25

6915 ALMA HWY

2026 520LH FEL PX9

PRIC EFF 06/11/25

VAN BUREN

AR 72956-7225

PREVIOUS CHASSIS NO. 693922

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091180 REFUSE, SCRAP, RECYCLING

INTENDED SERVICE 0093035 REFUSE/ON-HWY

BODY

BODY TYPE 0095380 COMMERCIAL FRONT LOADER / PUSH-OUT

BODY LENGTH 288.00 IN BODY HEIGHT 162.00 IN
MAX LADEN WEIGHT 15000.00LBS

TRAILER

TRAILER TYPE

TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 40.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT

**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 20000.00 LBS REAR AXLE LOAD 46000.00 LBS GCW 66000.00 LBS
WHEELBASE 210.00 IN FAX/BOC 0.10 IN CAB/AXLE 210.06 IN
CAB/EOF 276.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 094 % CLASS B 003
% CLASS C 003
% CLASS D 000

UNIT TYPE 2

SPECIAL REQUIREMENTS

SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 20,000.00 LBS
GAWR FIRST INTER 23,000.00 LBS SECOND INTER 23,000.00 LBS
GAWR REAR: 0.00 LBS
GVWR: 62,000.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
BASE MODEL				
0005201	MODEL 520 LCF	P	227,181	16,475
0200700	NOT APPLICABLE	P	0	0
	SECONDARY MANUFACTURER			
0203000	VEHICLE LAYOUT SENT PENDING APPROVAL	U	0	0
0203010	VEHICLE LAYOUT APPROVED	U	0	0
0203180	NEW WAY 40-43YD MAMMOTH FL TANDEM	P	0	0
FRAME AND EQUIPMENT				
0514160	10-3/4" STEEL RAILS 306"-342"	P	443	210
	3/8" RAIL THICKNESS			
0601500	FULL STEEL INNER LINER	P	922	600
	USE W/10-1/2, 10-3/4, 10-5/8" RAILS			
0611330	ZINC COATED ANTI CORROSION TREATED FRME	P	393	4
	RAILS - REQUIRES FRAME RAIL CODE			
0620130	FEPTO PROV W/O BUMPER EXTENSION	P	1,410	5
0633405	ADDITIONAL FRAME DRILLING	P	654	0
0644090	EOF SQUARE WITHOUT CROSSMEMBER	P	0	0
	USE WITH BODY BUILDER INSTALLED XMBR			
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
0713130	(2) SOLID MOUNT CABLE HOOKS	P	0	40
FRONT AXLE AND EQUIPMENT				
1011890	PACCAR FX-20 STEER AXLE 20,000 LBS.	P	0	0
	4" DROP			
1114040	TAPER LEAF SPRINGS, SHOCKS 23,000 LBS.	P	148	210
1243010	POWER STEERING SHEPPARD M100 DUAL GEAR	P	0	0
1354850	PHP10 IRON PRESET+ HUBS - AIR DISC	P	0	0
1354870	SEVERE SERVICE DISC BRAKE ROTOR	P	0	0
	FOR REFUSE APPLICATIONS			
1380290	AIR DISC FRONT BRAKES	P	0	0
1380490	PACCAR FX WIDE TRACK IPO STD	P	0	0
	FRONT AXLE(S)			
REAR AXLE AND EQUIPMENT				
1523440	DANA SPICER D46-172 46,000 LBS.	P	0	0
1616305	PHP10 IRON PRESET+ HUBS - AIR DISC	P	0	0
1616310	SEVERE SERVICE DISC BRAKE ROTOR	P	0	0
	FOR REFUSE APPLICATIONS			
1672630	DIFF LOCK BOTH AXLES	P	2,051	60
1680280	BENDIX SMART ATC TRACTION CONTROL	P	277	2
1680460	HEAVY WALL, DRIVE AXLE(S)	P	1,812	88
1680470	LUBE PUMP, DRIVE AXLE(S)	P	531	36
1680500	SBM VALVE	P	0	0
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	516	35
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687040	AIR DISC REAR BRAKES, TANDEM DRIVE AXLE	P	0	0
1705570	RATIO 5.57 REAR AXLE	P	0	0
1824410	HENDRICKSON HMX EX 460 46,000 LBS., 54"	P	1,478	67-
	HAULMAAX, 70K CREEP RATING			

UNIT TYPE 2				
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
1921375	16.5" SADDLE HEIGHT HMX EX 400/460 IPO STD 18.5"	P	411	0
1921475	SHOCK ABSORBERS FOR HMX EX SUSPENSION	P	506	31
1921965	HMX EX DOUBLE REBOUND STRAP KIT	P	272	0
ENGINE AND ENGINE EQUIPMENT				
2074810	PACCAR PX-9 380@1900 GOV@2100 1250@1200 PERFORMANCE (2024 EMISSIONS)	P	4,333	1,695
2091120	EMUX ELECTRONICS ARCHITECTURE	P	0	0
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0	0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P	0	0
2091372	EFF EIST NA EXPIRATION MILES	U	0	0
2091640	EFFECTIVE VSL SETTING NA	U	0	0
2092017	TYPICAL OPERATING SPEED 68 MPH	P	0	0
2092032	POWERTRAIN OPTIMIZED FOR PERFORMANCE GCWR	P	0	0
2140450	VOCATIONAL APPLICATIONS OR WITH HEAVY REMOTE PTO/THROTTLE, 12-PIN, ENG BAY REMOTE CONTROL PROVISION	P	107	0
2140670	EPA EMISSION WARRANTY	P	0	0
2140700	EPA ENGINE IDLING COMPLIANCE	P	0	0
2141990	OMIT CHEVRON ENGINE OIL STICKER (DELO)	P	2-	0
2147460	BED PLATE FOR PX-9, L9N	P	0	0
N2132	C399 100...STANDARD MAXIMUM SPEED LIMIT			
N2133	C402 0....EXPIRATION DISTANCE (N207)			
N2134	C209 100...HARD MAXIMUM SPEED LIMIT (P1			
N2135	C121 68....MAXIMUM ACCELERATOR PEDAL VE			
N2137	C128 68....MAXIMUM CRUISE SPEED (P059)			
N2140	C400 252...RESERVE SPEED FUNCTION RESET			
N2141	C334 0....MAXIMUM CYCLE DISTANCE (N202			
N2142	C401 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	C333 0....RESERVE SPEED LIMIT OFFSET (			
N2144	C234 YES...ENGINE PROTECTION SHUTDOWN (			
N2145	C231 NO....GEAR DOWN PROTECTION (P026)			
N2146	C132 1400..MAX PTO SPEED (P046)			
N2147	C239 NO....CRUISE CONTROL AUTO RESUME (			
N2148	C238 NO....AUTO ENGINE BRAKE IN CRUISE			
N2150	C395 0....EXPIRATION DISTANCE (N209)			
N2151	C225 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	C133 5....TIMER SETTING (P030)			
N2153	C396 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	C397 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	C206 35....ENGINE LOAD THRESHOLD (P516)			
N2157	C233 NO....IDLE SHUTDOWN MANUAL OVERRUL			
N2159	C382 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	C188 39....LOW AMBIENT TEMPERATURE THRE			
N2162	C189 60....INTERMEDIATE AMBIENT TEMPERA			
N2163	C190 80....HIGH AMBIENT TEMPERATURE THR			
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P	0	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V SEE SALES TOOL DESC FOR PLUG LOCATION	P	91	2
2522110	PACCAR 12V STARTER N/A PACCAR MX ENGINES	P	0	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE BATTERIES, 2190 CCA	P	0	0

UNIT TYPE 2				
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
2539740	KISSLING BATTERY DISCONNECT SW 300AMP DUAL TAB; MTD ON BATTERY BOX 2/21/13: R-220 PER ASAP OMD (FJJ)	P	163	3
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	0	0
2723210	18.7 CFM AIR COMPRESSOR N/A X15	P	0	0
2812140	C-BRAKE BY JACOBS, PX-9	P	2,677	90
2921110	PACCAR FUEL/WATER SEPARATOR STANDARD SERVICE INTERVAL	P	0	0
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P	0	0
2921320	12V HEAT FOR FUEL FILTER	P	68	0
3010400	ENGINE PROTECTION SHUTDOWN W/ LABEL	P	10	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3120320	BUGSCREEN	P	148	5
3120450	STAINLESS STEEL GRILLE	P	0	0
3261980	HEAVY DUTY AIR CLEANER	P	0	0
3281750	PRE-CLEANER ECG	P	141	13
3367200	EXHAUST VERTICAL LH DPF/SCR LH BOC VERTL, SINGLE MODULE	P	0	866
3381860	EXHAUST 90 DEGREE DIFFUSER	P	153	0
TRANSMISSION AND CLUTCH				
4052970	ALLISON 4500 RDS-P TRANSMISSION, GEN 6 RUGGED DUTY SERIES	P	18,453	1,180
4099980	TRANSMISSION APPROVED	U	0	0
N4090	*ALLISON SCAAN 206667			
4211000	SPL170 HD-XL DRIVELINE, 1 MIDSHIP BRG	P	0	0
4216330	SPL170 XL DRIVELINE INTERAXLE FOR TANDEM REAR AXLES	P	0	0
4216660	SERVICE FREE DRIVELINE SPL350, SPL250, SPL170, SPL100	P	0	0
4233910	(1) DASH MTD SINGLE ACTING EOH PTO CTRL ELECTRIC OVER HYDRAULIC	P	117	1
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U	0	0
4250490	ALLISON RDS, PKG 170 3000, 3500, 4000, 4500, 4700 TRANS	U	0	0
4251000	TC-541 TORQUE CONVERTER ALLISON TRANSMISSION	U	0	0
4252170	AUTO NEUTRAL ACTIVATES W/ PARKING BRAKE	P	20	0
4252890	ALLISON FUELSENSE NOT DESIRED DYNAMIC SHIFT SENSING	P	131-	0
4252950	OMIT ALLISON NEUTRAL AT STOP	P	0	0
4256020	CONSOLE MTD PUSH BUTTON SHIFTER	P	0	0
4256350	AUTO NEUTRAL AK, ALLISON HD/RDS SINGLE STEER LH OR RH	P	298	0
4256740	ALLISON 6-SPEED CONFIGURATION 4500 TRANSMISSIONS ONLY	P	0	0
4256870	ALLISON OUTPUT FUNCTION S NEUTRAL INDICATOR FOR PTO	P	0	0
AIR AND TRAILER EQUIPMENT				
4510210	BENDIX AD-HF EP AIR DRYER, HEATER COALESCING FILTER, EXTENDED PURGE	P	0	0
4520180	AIR TANK VALVE GUARDS	P	94	0

UNIT TYPE 2				
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
4540420	NYLON CHASSIS HOSE	P	0	0
4542320	CENTRAL LOCATION FOR AIR TANK DRAIN VALVES, N/A WITH OPTIONAL DRAIN VALVES	P	408	4
4543340	ALUMINUM PAINTED AIR TANKS	P	150	45-
4610930	31 PIN BODY BUILDER PASSTHROUGH HARNESS	P	106	0
4612000	ROUTE AE LINES TO ALLOW WELDING OF SUB FRAME TO TOP FRAME 8" FWD OF BOC TO EOF	P	670	0
4615250	FITTING FOR F/O AIR PORT MOUNTED OUTBOARD OF DRIVER SEAT	P	50	0
TIRES AND WHEELS				
5008040	FF: AP 20PLY 315/80R22.5 ENDUTRAX MA PART: AP2021803 FET: 126	P	37	16-
5108040	RR: AP 20PLY 315/80R22.5 ENDUTRAX MA PART: AP2021803 FET: 504	P	3,676	312
5190008	Code-rear Tire Qty 08		0	0
5220520	FF: ALCOA 89U637 22.5X9.00 HIGH POLISH ALM	P	286	110-
5320530	RR: ALCOA 89U647 22.5X9.00 HIGH POLISH ALM	P	1,692	216-
5390008	Code-rear Rim Qty 08		0	0
5400100	ALLIGATOR V2B DOUBLE SEALING VALVE CAPS ON TIRE VALVE STEMS	P	32	0
5409300	WHEEL GUARDS, TANDEM AXLE BETWEEN BRAKE DRUM AND WHEEL	P	34	0
5409310	WHEEL GUARDS, STEER AXLE BETWEEN BRAKE DRUM AND WHEEL	P	17	0
5409320	WHEEL GUARDS, TANDEM AXLE BETWEEN WHEELS	P	34	0
FUEL TANKS				
5556130	26" ALUM 80 GAL FUEL TANK LH BOC	P	233	13
5604080	LOCATION LH BEHIND CAB 80 GAL			
5650490	FUEL COOLER	P	0	0
5651390	TOP OF FUEL TANK 5" BELOW TOP OF FRAME	P	731	33
5652850	PERFORATED METAL ANTI-SIPHON DEVICE(S) N/A WITH 23" SPLIT TANKS	P	66	0
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5652980	DEF TO FUEL RATIO BETWEEN 1:1 AND 2:1	P	0	0
5655069	DEF TANK 520, 7.3 GAL	P	0	0
BATTERY BOX AND BUMPER				
6011070	ALUMINUM BATTERY BOX LH FRAME MTD BACK OF FENDER, 8" BELOW TOP OF FRAME	P	506	0
6030150	RUBBER BATTERY PAD IN BOTTOM (1) BATTERY BOX	P	24	4
6121710	STEEL BUMPER CHANNEL CHROMED	P	668	0
CAB AND EQUIPMENT				
6501080	53" LCF PROBILT CAB LH DRIVE	P	0	0
6540160	THERMAL INSULATION PACKAGE IN CAB	P	0	0
6800500	4.5" RUBBER FLARES ON CAB AND WHEEL WELL FENDERS	P	0	0
6914160	SEARS C2 PLUS PREMIUM DRIVER SEAT	P	356	0
6921720	PETERBILT PASSENGER SEAT	P	0	0
6931120	SEAT BELT COLOR ORANGE IPO STANDARD BLACK	P	10	0
6934030	DRIVER RH ARM REST WITH HEADREST LH DRIVE, C2+ SEAT ONLY	P	284	0

UNIT TYPE 2				
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
6939400	AIR RIDE DRIVER	P	392	43
6939430	MID BACK DRIVER	P	76	0
6939470	VINYL DRIVER	P	0	0
6939510	NON-AIR RIDE PASSENGER	P	0	0
6939540	LOW BACK PASSENGER	P	0	0
6939570	VINYL PASSENGER	P	0	0
7000000	GRAY INTERIOR COLOR	P	0	0
7000045	HIGH-VISIBILITY INTERIOR GRABHANDLES PAINTED YELLOW	P	76	2
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P	0	0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7040060	DIAMOND PLATE FLOOR COVERING LH/RH IPO MAT	P	178	13
7110680	EXTERIOR CAB ENTRY GRABHANDLE TEXTURED; NFPA COMPLIANT	P	0	0
7220130	FIXED REAR WINDOW BOC STD TINT 18.5"X54"	P	0	0
7230350	TWO-PIECE FLAT WINDSHIELD	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7330920	(2) DEFROSTER FAN ON REAR HEADER	P	246	60
7560100	MIRRORS SSTL EACH SIDE HTD & MTRZD (N/A W/6501100)	P	28-	7-
7561450	(4)CONVEX 8" SS MIRROR, (2) CNTR MTD UNDER,(2) CNTR MTD OVER MIRROR BRACKET	P	133	4
7610020	(1) AIR HORN 15" PAINTED MOUNTED UNDER CAB	P	0	0
7721050	SATELLITE RADIO REQUIRES USB PORT & BT FOR PHONE/AUDIO	P	252	0
7722120	CONCERTCLASS, AM/FM,WB, 3.5 AUX	P	495	10
7725740	MIDLEVEL SPEAKER PACKAGE FOR CAB (4) SPEAKERS	P	139	6
7728030	RADIO MUTE WHEN AUTOMATIC OR AUTOMATED TRANSMISSION IN REVERSE	P	0	0
7728040	BLUETOOTH PHONE & AUDIO REQUIRES USB PORT	P	66	0
7728050	USB PORT	P	43	0
7788335	GLOBAL TELEMATICS HARDWARE	P	0	0
7851330	CAB TILT PUMP AIR ASSIST	P	509	0
7851580	FRONT CAB GUARD, PAINTED BLACK	P	490	15
7851870	RAIN GUTTERS OVER BOTH DOORS	P	83	8
7852150	PB ELEC PANTOGRAPH WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7852195	WIRING PROV - F/O DRIVECAM SYSTEM SF CAMERA ONLY; W/O RECORD SWITCH	P	219	0
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P	37	13
7900270	FIRE EXTINGUISHER, CAB MOUNTED HAZMAT APPROVED UL LISTED/RATED ABC	P	75	12
7900401	CRUISE CONTROL INACTIVE WITH WIPERS ON	P	0	0
7900403	CRUISE INACTIVE AT WIPER SPEED 6 ONLY ONLY AVAIL W/ 7900401	P	0	0
7901140	BACKUP ALARM (87-112 DB) VARIABLE ADJUSTING	P	129	6
8011800	DRIVE AXLE #1 FRONT OIL TEMP GAUGE LOCATED IN DIGITAL CLUSTER DISPLAY	P	42	0

UNIT TYPE 2				
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
8011810	DRIVE AXLE #2 REAR OIL TEMPERATURE GAUG LOCATED IN DIGITAL CLUSTER DISPLAY	P	42	0
8011850	TRANSMISSION OIL TEMPERATURE (MAIN) LOCATED IN DIGITAL CLUSTER DISPLAY	P	0	0
8021315	AIR RESTRICTION INDICATOR MOUNTED ON EXHAUST STANCHION	P	0	0
8031120	WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)	P	14	0
8041200	DUAL SCALE SPEEDOMETER MPH OVER KPH	P	0	0
8070110	(5) ADDITIONAL DASH SWITCHES, WIRING BEHIND DASH	P	191	4
8070260	SWITCH TO DEACTIVATE ATC TRACTION CONTROL	P	0	0
8070390	ENGINE HOURMETER GAUGE LOCATED IN DIGITAL CLUSTER DISPLAY	P	0	0
8070450	ENGINE PTO HOURMETER GAUGE LOCATED IN DIGITAL CLUSTER DISPLAY	P	0	0
8070810	ENGINE MANIFOLD PRESSURE (TURBO BOOST) LOCATED IN DIGITAL CLUSTER DISPLAY	P	0	0
8070820	ENGINE PERCENT TORQUE LOCATED IN DIGITAL CLUSTER DISPLAY	P	0	0
8070860	MAIN INSTRUMENTATION PANEL DIGITAL CLUSTER 7" DISPLAY	P	0	0
8070940	VOLTMETER GAUGE (MD/520 ONLY) LOCATED IN DIGITAL CLUSTER DISPLAY	P	0	0
8110150	HEADLIGHTS SINGLE RECTANGULAR LED	P	996	0
8120550	(5) LIGHT GUARDS ON MARKER LIGHTS	P	20	2
8120570	(5) LED CLEARANCE,(2) LED MARKER LIGHTS	P	0	0
8133900	NONE FURNISHED STOP/TAIL/BACKUP	P	0	0
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES	P	62	0
8134160	SELF-CANCELING TURN SIGNAL	P	0	2
8140690	BRAKE LIGHTS ACTIVATED BY PARK BRAKE	P	55	0
PAINT				
8500710	STANDARD PAINT COLOR SELECTION	P	200-	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD	P	0	0
N8502	A - L0006EY WHITE			
N8520	FRAME L0001EA BLACK			
N8550	CAB ROOF L0006EY WHITE			
8999980	SHIPPING ADDRESS CHANGE	P	0	0
MISCELLANEOUS				
9407147	FUEL PRICE INDEX FACTOR \$0 NET	P	0	0
9409054	STATE REGISTRY: ARKANSAS	P	0	0
9409645	MODEL YEAR 2025 ENGINE	P	0	0
9409655	PETERBILT MOTORS COMPANY	U	0	0
9409749	2024 SERIES EMISSIONS ENGINE WARRANTY ONLY	P	0	0
9490093	APPLICATIONS CONTACT: AMBER SCHAD (940) 591-4010	U	0	0
N9994	EMAIL: SYANCEY@TLGTRUCKS.COM			
N9995	CELL PHONE: 417-988-4879			
N9996	SALESPERSON ID: SHAWN YANCEY			
N9997	DEALER CONTACT			
N9998	NAME: SHAWN YANCEY PH:417-4096897			

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPDJ0X1TF776039

PAGE 008
AS OF 06/11/25

UNIT TYPE	2			
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
N9999	ARS 04/05/25 OC005			
	** TOTAL ESTIMATED WEIGHT			21,756
	TOTAL LIST PRICE		280,647	
	BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE			
	ADJUSTED LIST PRICE		280,647	
PROMOTION PROGRAM CODE	00000000 @ 0.00 %			0
COMPETITIVE ALLOWANCE NO	01750976 @ 0.00 %			0
	SURCHARGE/OPTIONS NO DISC			
9408508	- U.S. FEDERAL TARIFF		3,000	
9408529	- ALLISON SURCHARGE 4000 SERIES TRANS		1,600	
9408634	- SMARTLINQ RD - 5YR SUB		799	
	PACCAR PX ENGINES			
9408703	- BASE WARR: EMISSIONS		0	
	5YR/100K MI-EPA ENGINE			
9408938	- PDI AT LARSON GROUP PDI CENTER		600	
	TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC		5,999	
	OPTIONAL EXT WTY & PRV MNT			
9400090	- PETERBILT CLASS 8 STANDARD COVERAGE		0	
	1 YEAR/100,000 MILES (160,000 KM)			
9400094	- PACCAR PX-9 STANDARD COVERAGE		0	
	2 YRS/250,000 MI (402,336 KM)/6,250 HRS			
	TOTAL OPTIONAL EXT WTY & PRV MNT		0	
	TOTAL TIRE FET INCLUDED -- AS PRODUCED		630	
MRKTG PROGS, PROMOS, SERVICE & TECHNOLOGY			1,595	
** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.				
SHIP CD	: ISD0002			
DLR/BUS	: PDI AT TLG			
ADDRESS1	: 1012 N. MASCH BRANCH RD			
ADDRESS2	:			
CITY	: DENTON	ST: TX	ZIP/PSTL: 76207	
CONTACT	: ISD0002-PDI			
PH	:			
CTRY	:			
SHIP CD	: FNLDEST			
DLR/BUS	: New Way			
ADDRESS1	: 101 State Street			
ADDRESS2	:			
CITY	: Scranton	ST: IA	ZIP/PSTL: 51462	
CONTACT	: Scott Rupiper			
PH	: 800-831-1858			
CTRY	: US			



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Chris Brown, Public Works Director
SUBJECT: **Acquire additional easements and rights of way for the Hwy 71B Corridor (Appleby/Plainview/Rolling Hills Connection) project**

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the Mayor and staff to acquire remaining easements and rights of way for the Appleby/Plainview/Rolling Hills Connection Project. Payments to property owners will be based on fair market value as determined by appraisals or existing value data.

BACKGROUND:

This project, as initially conceived, includes an extension of Rolling Hills Drive into the Fiesta Square Shopping Center, a street connection from Appleby to Rolling Hills Drive, and an extension of Plainview Drive south into the Fiesta Square Shopping Center. Schematic designs includes a roundabout on the east side of the shopping center at the intersection these streets.

The recently completed 71B Corridor study identified traffic congestion between Rolling Hills and Joyce Blvd. as a major concern. This connection will provide an alternate route for traffic moving between Rolling Hills Drive and Millsap and will provide for better east-west and north/south connections in the area. A multi-use trail was also planned to provide a north-south route parallel to Hwy 71B, and to connect existing bike facilities on Appleby Rd. and Rolling Hills Dr.

Design began in 2020, and initial concepts were presented in 2021. Since that time, staff has been working with adjacent owners to develop designs that are mutually acceptable to those owners and the city.

DISCUSSION:

Resolution 158-20 authorized right of way acquisition on the project; however, the estimated acquisition costs in that approval were not adequate. Approval of this resolution will allow for acquisition of the remaining tracts.

BUDGET/STAFF IMPACT:

Acquisition costs for this project will be paid for with the funds from the 2022 Transportation Bond Fund.

ATTACHMENTS: 3. Staff Review Form, 4. Plainview Avenue Extension - Mini Roundabout Updated Exhibit, 5. 158-20 Resolution



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2745

A RESOLUTION TO AUTHORIZE THE MAYOR AND STAFF TO ACQUIRE REMAINING EASEMENTS AND RIGHTS OF WAY FOR THE APPLEBY/PLAINVIEW/ROLLING HILLS CONNECTION PROJECT AND TO MAKE PAYMENTS TO PROPERTY OWNERS THAT WILL BE BASED ON FAIR MARKET VALUE AS DETERMINED BY APPRAISALS OR EXISTING VALUE DATA

WHEREAS, Resolution 158-20 authorized right of way acquisition on the project, but the estimated costs were not adequate;

WHEREAS, approval of this resolution will allow for acquisition of the remaining tracts.

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 and staff to acquire remaining easements and rights of way for the Appleby/Plainview/Rolling Hills Connection Project and further authorizes payments to be made to property owners that will be based on fair market value as determined by appraisals or existing value data.

City of Fayetteville Staff Review Form

2025-2745

Item ID

1/6/2026

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

Sara Combs

12/17/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution authorizing the Mayor and staff to acquire remaining easements and rights of way for the Appleby/Plainview/Rolling Hills Connection Project. Payments to property owners will be based on reasonable negotiations and appraisals by a Certified Appraisal Firm(s) when appropriate.

Budget Impact:

4702.860.7221-5805.00

Streets Projects 2022 Bonds

Account Number

Fund

46020.7221.1000

Streets Project (Bonds) - Hwy 71B Corridor -
Appleby/Plainview/Rolling Hills Connection

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 29,482,816.00

Expenses (Actual+Encum)

\$ 14,314,786.87

Available Budget

\$ 15,168,029.13

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 15,168,029.13

V20221130

Purchase Order Number:

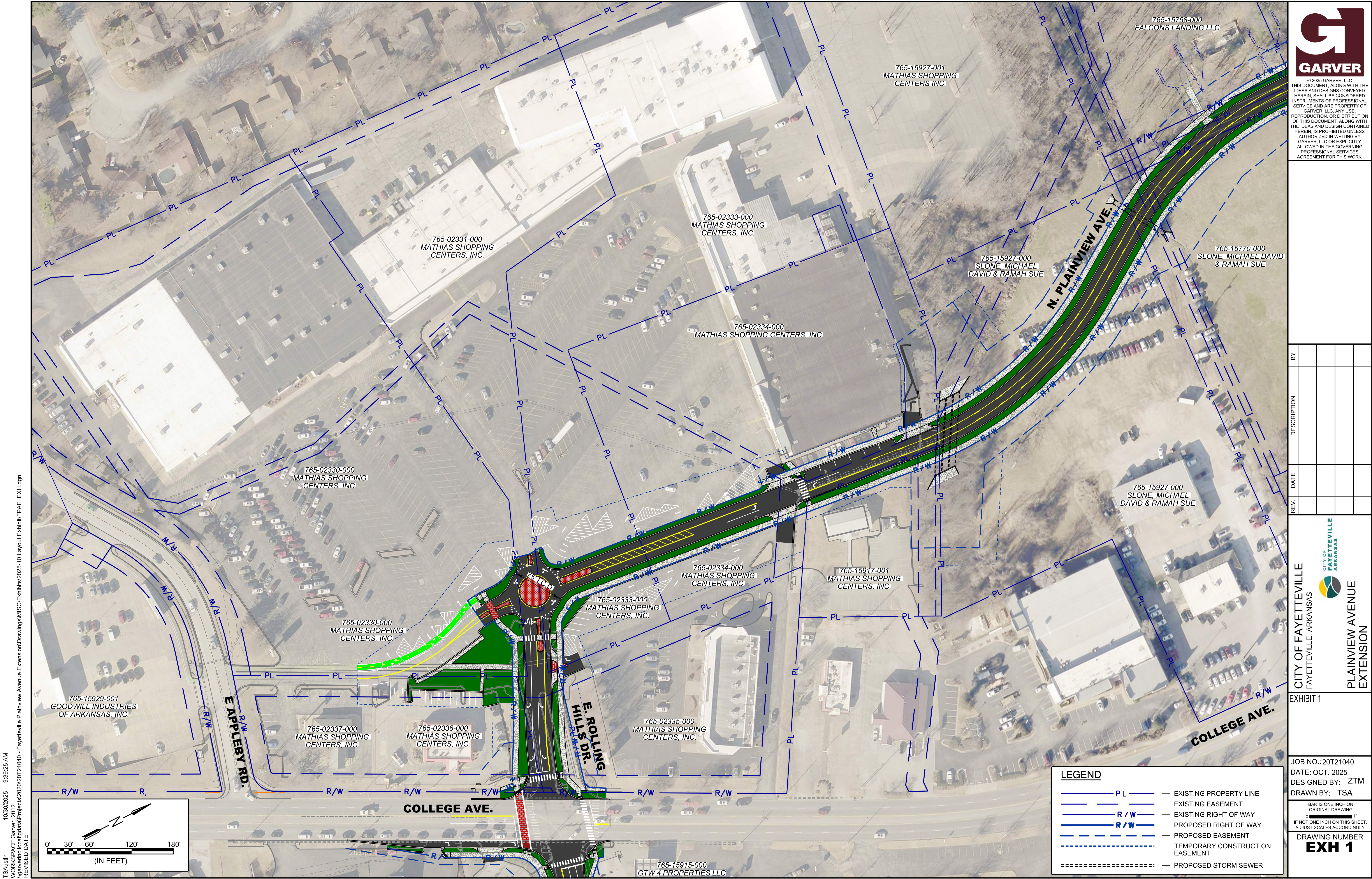
Previous Ordinance or Resolution # 158-20

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The actual cost will be based on fair market value of properties as determined by appraisal or other data based valuations.



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IDEAS AND DESIGNS CONVEYED
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AUTHORIZED IN WRITING BY
GARVER, LLC OR EXPLICITLY
ALLOWED IN THE GOVERNING
PROFESSIONAL SERVICES
AGREEMENT FOR THIS WORK.

REV.	DATE	DESCRIPTION	BY

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

CITY OF FAYETTEVILLE
ARKANSAS

PLAINVIEW AVENUE
EXTENSION

EXHIBIT 1

JOB NO.: 20T21040
DATE: OCT. 2025
DESIGNED BY: ZTM
DRAWN BY: TSA

BAR IS ONE INCH ON
ORIGINAL DRAWING
0" 1" 2"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXH 1

TSAustin 10/30/2025 9:39:25 AM
WORKSPACE: Garver, 2012
C:\Users\tsaustin\Documents\Projects\2020\20T21040 - Fayetteville Plainview Avenue Extension\Drawings\MISC\Exhibits\2025-10 Layout Exhibit\FPAE_EXH.dgn
REVISED DATE:



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

Resolution: 158-20

File Number: 2020-0393

**RFQ # 20-01, GARVER, LLC ROLLING HILLS DRIVE AND PLAINVIEW AVENUE
TRANSPORTATION BOND PROJECT:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN THE AMOUNT OF \$402,650.00, PURSUANT TO RFQ # 20-01, SELECTION 4, FOR THE DESIGN OF THE APPLEBY ROAD, ROLLING HILLS DRIVE, AND PLAINVIEW AVENUE CONNECTION PROJECT, TO AUTHORIZE THE MAYOR TO ACQUIRE THE EASEMENTS AND RIGHT-OF-WAY NECESSARY FOR THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 TRANSPORTATION BOND PROJECT

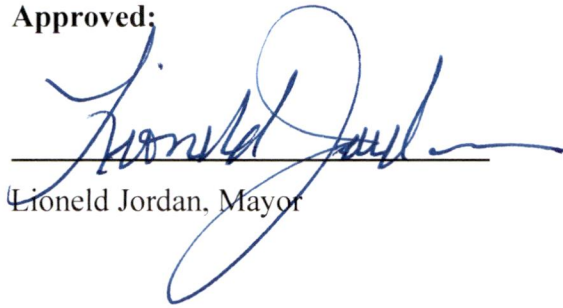
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE,
ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a professional engineering services agreement with Garver, LLC, in the amount of \$402,650.00, pursuant to RFQ #20-01, Selection 4, for the design of the Appleby Road, Rolling Hills Drive and Plainview Avenue Connection Project and authorizes Mayor Jordan to acquire the easements and right-of-way necessary for the project.

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

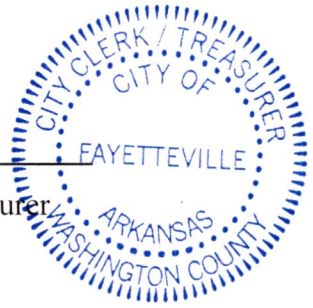
PASSED and APPROVED on 6/4/2020

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2020-0393

Agenda Date: 6/2/2020

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 3

RFQ # 20-01, GARVER, LLC ROLLING HILLS DRIVE AND PLAINVIEW AVENUE TRANSPORTATION BOND PROJECT:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN THE AMOUNT OF \$402,650.00, PURSUANT TO RFQ # 20-01, SELECTION 4, FOR THE DESIGN OF THE APPLEBY ROAD, ROLLING HILLS DRIVE, AND PLAINVIEW AVENUE CONNECTION PROJECT, TO AUTHORIZE THE MAYOR TO ACQUIRE THE EASEMENTS AND RIGHT-OF-WAY NECESSARY FOR THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 TRANSPORTATION BOND 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 Garver, LLC, in the amount of \$402,650.00, pursuant to RFQ #20-01, Selection 4, for the design of the Appleby Road, Rolling Hills Drive and Plainview Avenue Connection Project and authorizes Mayor Jordan to acquire the easements and right-of-way necessary for the project.

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

2020-0393

Legistar File ID

6/2/2020

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Casey

5/7/2020

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$402,650.00 with Garver, LLC for design of the Appleby Rd./Rolling Hills Dr./Plainview Ave. Connection Project, authorizing the Mayor to acquire the easements and Right of Way for the project and approval of a budget adjustment, per RFQ 20-01, selection #4.

Budget Impact:

4602.860.7221-5860.02	4602 - Streets Project 2019 Bonds
Account Number	Fund
46020.7221.1000	Appleby/Rolling Hills/Plainview Connection
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 35,645,758.00
	Funds Obligated \$ 4,121,694.62
	Current Balance \$ 31,524,063.38
Does item have a cost? Yes	Item Cost \$ 402,650.00
Budget Adjustment Attached? Yes	Budget Adjustment \$ -
	Remaining Budget \$ 31,121,413.38

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JUNE 2, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: May 6, 2020

SUBJECT: Approval of a contract in the amount of \$402,650.00 with Garver, LLC for design of the Appleby Rd./Rolling Hills Dr./Plainview Ave. Connection Project, authorizing the Mayor to acquire the easements and Right of Way for the project and approval of a budget adjustment, per RFQ 20-01, selection #4.

RECOMMENDATION:

Staff recommends approval of a contract in the amount of \$402,650.00 with Garver, LLC for design of the Appleby Rd./Rolling Hills Dr./Plainview Ave. Connection Project, authorizing the Mayor to acquire the easements and right of way for the project and approval of a budget adjustment, per RFQ 20-01, selection #4.

BACKGROUND:

This project includes an extension of Rolling Hills Drive into the Fiesta Square Shopping Center, a direct connection from Appleby Road to Rolling Hills Drive, and an extension of Plainview Drive south into the Fiesta Square Shopping Center. Schematic designs include a roundabout on the east side of the shopping center at the intersection these streets.

The recently completed 71B Corridor study identified traffic congestion between Rolling Hills and Joyce Blvd. as a major concern. This connection will provide an alternate route for traffic moving between Rolling Hills Drive and Millsap and will provide for better east-west and north/south connections in the area. A multi-use trail is also planned to provide a north-south route parallel to Hwy 71B, and to connect existing bike facilities on Appleby Rd. and Rolling Hills Dr.

DISCUSSION:

On March 5th, Garver, LLC was selected by committee based on RFQ 20-01, selection #4. Staff has worked with Garver to prepare a detailed scope of work and contract for this project. They have provided a proposed scope and fee in the amount of **\$402,650.00** for the design of this project. The contract will be paid based on hourly rates for work completed, up to the total contract amount. Design should be complete and ready for bid in the second quarter of 2021.

After the design has reached the 60% review stage, the City will begin acquisition of the right of way and easements necessary for the project. The preliminary estimate for this acquisition is \$400,000.

BUDGET/STAFF IMPACT:

The design for this project will be paid for with the funds from the 2019 Transportation Bond Fund as part of the Hwy 71B Corridor Project.

Attachments:

Vicinity Map

Garver, LLC - Engineering Agreement

Budget Adjustment



V I C I N I T Y M A P

APPLEBY ROAD TO
PLAINVIEW DRIVE
EXTENSION
2019 BOND PROGRAM



APPLEBY ROAD TO
PLAINVIEW DRIVE
EXTENSION
2019 BOND PROGRAM

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

THIS AGREEMENT is made as of June 4th, 2020, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (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 his 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 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 3.1.6 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.
- 3.1.7 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 shall be based upon on an Hourly basis as described in Appendix B.
- 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 as 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:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
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, 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 Engineering documents, drawings, and specifications 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:
125 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
2049 E. Joyce Blvd, Suite 400
Fayetteville, Arkansas 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 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 contingent 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.

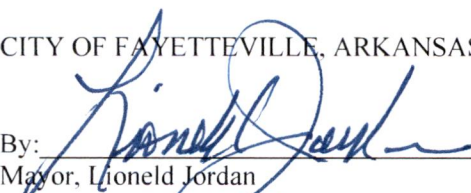
7.6 Arkansas Freedom of Information Act

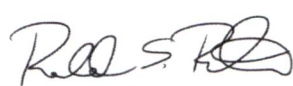
7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE,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

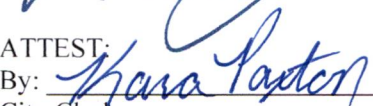
CITY OF FAYETTEVILLE, ARKANSAS

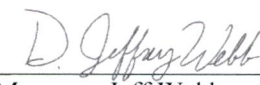
ENGINEER

By: 
Mayor, Lioneld Jordan

By: 
Senior Project Manager, Ron Petrie

ATTEST:

By: 
City Clerk

By: 
Project Manager, Jeff Webb



END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

1. General

Generally, the scope of services includes surveying, design, water and sewer relocations and adjustments, preparation of property acquisition documents and bidding services for the extension of N. Plainview Avenue from East Longview Street to East Appleby Road. Improvements will consist primarily of the widening of approximately 600-ft of existing roadway with sidewalks, the extension of N. Plainview Avenue approximately 2,000-ft through the Fiesta Square Shopping Center parking lot to E. Appleby Road, installation of a roundabout at the intersection of the existing Fiesta Square entrance with the new roadway, and improvements to the Fiesta Square Entrance/E. Rolling Hills Drive intersection with College Avenue.

2. Surveys

2.1. Design Surveys

Garver will provide field survey data for designing the project with the survey tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

2.2. Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

3. Geotechnical Services

Garver will subcontract with Terracon, Inc. to provide the necessary geotechnical services for this project. The scope of services from Terracon includes:

- A. Five (5) borings to 5-ft in depth or auger refusal for roadway sections on new alignment.
- B. One (1) borings to 10-ft in depth or auger refusal for a potential retaining wall near the intersection with Appleby Road.
- C. Provide Traffic Control during field investigations.
- D. Perform laboratory testing to determine soil properties including water content, Atterberg limits, sieve analysis, standard proctor, and resilient modulus.
- E. Prepare a Geotechnical Report that includes boring logs, stratification classification, groundwater levels, description of subsurface conditions, subgrade preparation/earthwork recommendations, pavement thickness options and design parameter recommendations, and retaining wall recommendations.

4. Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at the preliminary and final stages of development. Garver will provide coordination among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include

the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish final plans to the following agencies: ADEQ and the Arkansas Department of Health (ADH) for their review and comment.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

5. Environmental Services

Garver will prepare a construction stormwater pollution prevention plan (SWPPP) and notice of intent (if required), and coordinate issuance of the NPDES permit with the Arkansas Department of Energy and Environment, a Division of the Arkansas Department of Environmental Quality (ADEQ).

6. Traffic Study

6.1. Determine Future Growth Rates

Using ADT volumes from the ARDOT database and information from the Northwest Arkansas Regional Planning Commission's travel demand model, Garver will develop expected traffic growth rates adjacent to the study area.

6.2. Existing Traffic Volumes Analyses

Garver will utilize traffic counts at the intersection of College Avenue and Rolling Hills Drive, previously collected in 2017. Using the growth rates, these volumes will be projected to 2020.

Garver will utilize *Synchro/SimTraffic* software to evaluate the existing geometry at the intersection of College Avenue with Rolling Hills Drive during both AM and PM peak hours. The evaluation will include *Highway Capacity Manual* (HCM) methodology for delay, level of service (LOS) and queueing distance for each intersection movement. *SimTraffic* methodology will also be used to evaluate delay, LOS and queues. This base condition information will be used for comparison with the Plainview Avenue Extension improvements.

Using 2020 volumes, Garver will divert a portion of College Avenue traffic to the Plainview Avenue Extension and analyze the intersection operations at College Avenue and Rolling Hills Drive and at Plainview Avenue and Rolling Hills Drive for both AM and PM peak hours.

6.3. Future Traffic Volumes Analyses

Using the ITE Trip Generation Manual, 10th Edition, Garver will develop expected AM and PM peak hour trips for the proposed development adjacent to project corridor. Consideration will also be given to currently existing development/land uses that will be removed as part of the Plainview Avenue Extension project.

Using the determined growth rates, Garver will develop future volumes that represent twenty (20) years of growth. Design traffic volumes will develop that include expected traffic growth plus the addition of trips associated with the proposed development. Using the 20-year design volumes, Garver will evaluate the existing geometry at the intersection College Avenue with Rolling Hills Drive during both AM and PM peak hours to develop a future base condition for comparison with the Plainview Avenue Extension improvements.

Garver will again reroute a portion of College Avenue traffic to the Plainview Avenue Extension and analyze the intersection operations at College Avenue and Rolling Hills Drive and at Plainview Avenue and Rolling Hills Drive for both AM and PM peak hours using 20-year design

volumes.

6.4. Report

Garver will develop a memo summarizing the findings of the existing conditions and the future conditions, describing the impacts of the Plainview Avenue Extension on the intersection of College Avenue and Rolling Hills Drive. Garver will submit one electronic copy of the report along with appendices that include detailed outputs from Synchro and SimTraffic.

7. **Hydrology and Hydraulics Study**

Garver will provide floodplain analysis services for the project. The purpose of the study will be to analyze the proposed crossing of the Plainview Road extension over a tributary to Mud Creek.

The following items will be completed as part of the study:

- Garver will attend one site visit to observe existing features at the project site.
- The creek is shown as a Zone A on the FEMA maps. A hydrologic and hydraulic model of the creek is not expected to be available from FEMA.
- Garver will develop a hydrologic model of the project area using the HEC-HMS software.
- Garver will develop a hydraulic model of the project area using the HEC-RAS software. This model will be used to analyze existing and proposed project scenarios for the crossing of the tributary to Mud Creek. The proposed crossing is assumed to be a culvert. As such, no scour analysis will be prepared.

Garver will prepare a brief drainage memorandum that will include the following items:

- Brief description of the existing floodplain and drainage system hydraulic condition.
- Descriptions of the results for the scenario described above.
- Plots of relevant cross sections and floodplain limits,
- Tables showing existing and proposed condition hydraulic results such as water surface elevations, velocities and other hydraulic parameters.
- Submit drainage memorandum to City of Fayetteville for review.

Garver will attend up to two meetings with the City.

8. **Conceptual Design**

The conceptual design phase submittal will include roadway plan & profile sheets, demolition plan, water and sewer relocations (excluding plan and profiles), roundabout layout, Rolling Hills Drive intersection improvement layout sheets, Fiesta Square parking lot modifications, drainage improvements including water quality discharges in the streamside protection zone, pavement marking sheets, cross sections, and an opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

9. **Lighting Design**

Garver will develop a lighting performance specification based on IESNA recommended criteria and the Owner provided light fixture manufacturer, type, and style. This performance specification will

require the Contractor to submit a lighting layout meeting the design statistical criteria, submit an electrical design, and perform utility coordination. This submittal will be to the Owner.

Garver will produce an estimate of probable cost related to the performance specification. This estimate will not be based on a design, but rather similar lighting installations in the area with respect to quantity of poles and anticipated infrastructure sizes.

Garver will not conduct a lighting design, electrical design, electrical calculations, utility coordination, or other design activities beyond the performance specification. Garver will not produce lighting removal or installation plans.

These items and Contractor's submittal review(s) can be added as additional services.

10. Preliminary Design

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include all items listed in the Conceptual Design stage plus retaining wall layouts, lighting plans, landscaping plan for the roundabout and tree plantings along the corridor, maintenance of traffic plans, water and sewer relocation plan and profiles, and an updated opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

11. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also provide final coordination with Owner, make any needed plan changes as a result of the final review comments and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ.

12. Property Acquisition Documents

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include individual tract maps with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 12 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

13. Bidding Services

During the bidding phase of the project, Garver will:

- Prepare Advertisement for Bids for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- Digitally dispense construction contract documents to prospective bidders.

- Support the contract documents by preparing addenda as appropriate.
- Attend the bid opening.
- Prepare bid tabulation.
- Evaluate bids and recommend award.
- Prepare construction contracts.

14. Construction Phase Services

Construction Phase Services are currently excluded from the scope of services but may be added by amendment at a future date.

15. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- One digital copy of the Traffic Memo Report.
- One digital copy of the Geotechnical Report.
- Two hard copies of the Conceptual Design with opinion of probable construction cost.
- Two hard copies of the Preliminary Design with opinion of probable construction cost.
- One digital copy of the Preliminary Plans to each potentially affected utility company.
- Two hard copies of the Final Design with opinion of probable construction cost.
- Three hard copies of the revised Final Design with opinion of probable construction cost.
- One digital copy of the revised Final Plans to each potentially affected utility company.
- Three hard copies of the Final Plans and Specifications to the Contractor.
- Two hard copies of the right-of-way and/or easement acquisition documents.
- Electronic files as requested.

16. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- Pavement Design beyond that furnished in the Geotechnical Report.
- Design of any utilities relocation other than water and sewer, and water and sewer improvements beyond what is required to accommodate roadway improvements to comply with minimum design standards.
- Significant structural design beyond that required for roadside retaining walls and minor drainage structures.
- Electrical design beyond that specified in the scope of services.
- Construction Phase Services and Construction materials testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items and coordination with USCOE.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Intersection turn movement counts at the study intersections or other intersections not included in the study.
- 24-hour classification counts along College Avenue.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

17. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Traffic Study	45 days from NTP
Surveys – Design and Property	45 days from NTP
Conceptual Design	45 days from approval of Traffic Study findings
Geotechnical Engineering	45 days from approval of Conceptual Design
Preliminary Design	75 days from approval of Conceptual Design
Final Design	60 days from approval of Preliminary Design
Property Acquisition Documents	60 days from approval of Preliminary Design
Bidding Services	30 days from approval of Final Design or City Notification



APPENDIX B

Plainview Avenue Extension Garver Hourly Rate Schedule: July 2019 - June 2020

Classification	Rates
Engineers / Architects	
E-1.....	\$ 108.00
E-2.....	\$ 126.00
E-3.....	\$ 152.00
E-4.....	\$ 178.00
E-5.....	\$ 217.00
E-6.....	\$ 272.00
E-7.....	\$ 361.00
Planners / Environmental Specialist	
P-1.....	\$ 131.00
P-2.....	\$ 164.00
P-3.....	\$ 204.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 101.00
D-2.....	\$ 118.00
D-3.....	\$ 141.00
D-4.....	\$ 164.00
Technicians	
T-1.....	\$ 79.00
T-2.....	\$ 100.00
T-3.....	\$ 122.00
Surveyors	
S-1.....	\$ 49.00
S-2.....	\$ 64.00
S-3.....	\$ 86.00
S-4.....	\$ 124.00
S-5.....	\$ 164.00
S-6.....	\$ 186.00
2-Man Crew (Survey).....	\$ 198.00
3-Man Crew (Survey).....	\$ 247.00
2-Man Crew (GPS Survey).....	\$ 218.00
3-Man Crew (GPS Survey).....	\$ 267.00
Construction Observation	
C-1.....	\$ 96.00
C-2.....	\$ 123.00
C-3.....	\$ 150.00
C-4.....	\$ 185.00
Management/Administration	
M-1.....	\$ 370.00
X-1.....	\$ 62.00
X-2.....	\$ 84.00
X-3.....	\$ 117.00
X-4.....	\$ 150.00
X-5.....	\$ 183.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

FEE SUMMARY

Title I Services	Estimated Fees
<i>Geotechnical Services (Terracon)</i>	\$5,400.00
<i>Record Research</i>	\$5,400.00
<i>Utility Markings (ARKUPS)</i>	\$400.00
Environmental Handling/Documentation	\$2,800.00
Traffic Studies	\$19,700.00
H&H Study	\$23,650.00
Signalization Design	\$28,260.00
Surveys	\$49,870.00
Conceptual Design	\$66,820.00
Preliminary Design	\$87,850.00
Preliminary Design - Electrical	\$9,000.00
Final Design	\$77,100.00
Final Design - Electrical	\$5,120.00
Property Acquisition Documents	\$16,450.00
Bidding Services	\$4,830.00
Subtotal for Title I Services	\$402,650.00

Title II Services	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$0.00
Subtotal for Title II Services	\$0.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

TRAFFIC STUDIES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Analysis							
Develop Future Growth Rates		1		4			
Existing Traffic Volumes Analyses							
Compile Existing Volumes (AM, PM, ADT)		1		4			
Analyze Existing Condition (AM and PM)		1		12			
Analyze Proposed Condition (AM and PM)		1		12			
Future Traffic Volumes Analyses							
Develop Trip Generation for Proposed Development		1		8			
Develop Future Volumes (AM, PM, ADT)		1		4			
Analyze Existing Condition (AM and PM)		1		12			
Analyze Proposed Condition (AM and PM)		1		12			
Summary Report		16		4			
Coordination with MPO		4					
QC Review	8	2					
Subtotal - Traffic Analysis	8	30	0	72	0	0	0
Hours	8	30	0	72	0	0	0
Salary Costs	\$2,176	\$6,510	\$0	\$10,944	\$0	\$0	\$0

SUBTOTAL - SALARIES: \$19,630.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$70.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$70.00

SUBTOTAL: \$19,700.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$19,700.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

H&H Study

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. H&H Study							
Data Collection							
Conduct field inspections to observe current conditions				8		8	
Collect available data including GIS data and maps, site survey data, as-builts				2		2	
Hydrologic Studies							
Determine watershed and sub-watershed boundary				1		6	
Determine Watershed Parameters				2		8	
Develop HEC-RAS hydrologic model				4		16	
Hydraulic Studies - Crossing at E Eton St.							
Create the existing and proposed hydraulic model using HEC-RAS (Scour Not Incl)				8		44	
Coordinate with Roadway Engineers				2		8	
QA/QC		2		4		6	
Prepare Hydraulic Report				8		20	
Meetings with City - Up to 2 at City				16		16	
Scope Does Not Include Conditional Letter of Map Revision							
During construction hydraulic models not included							
Subtotal - H&H Study	0	2	0	55	0	134	0
Hours	0	2	0	55	0	134	0
Salary Costs	\$0	\$434	\$0	\$8,360	\$0	\$14,472	\$0

SUBTOTAL - SALARIES: **\$23,266.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$150.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$234.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$384.00**

SUBTOTAL: **\$23,650.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$23,650.00**

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

SIGNALIZATION DESIGN & SPECIAL SIGNS

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Preliminary Design							
Signalization Plan at Rolling Hills							
Notes			1		1		
60 & 40 Scale Plans			2		16	8	4
Wiring Diagram			2		12	6	1
Charts			2		12	4	1
Wheelchair Ramps at Rolling Hills			2		16	2	
Roundabout Special Signs	2			32			
QA/QC	8						
Subtotal - Preliminary Design	10	0	9	32	57	20	6
2. Final Design							
Signalization Plan at Rolling Hills							
Notes					1		
Quantities			4			4	2
60 & 40 Scale Plans					6	4	2
Wiring Diagram					2	2	1
Charts					2	2	1
Wheelchair Ramps at Rolling Hills			1		6	1	
Technical Specifications			2		1		
Roundabout Special Signs	1			16			
QA/QC	4						
Subtotal - Final Design	5	0	7	16	18	13	6
Hours	15	0	16	48	75	33	12
Salary Costs	\$4,080.00	\$0.00	\$2,848.00	\$7,296.00	\$9,450.00	\$3,564.00	\$948.00

SUBTOTAL - SALARIES: **\$28,186.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$74.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$74.00**

SUBTOTAL: **\$28,260.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$28,260.00**

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

SURVEYS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	\$152.00	\$164.00	\$124.00	\$198.00	\$218.00	\$247.00	\$100.00
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Coordination and Administration	6	8					
Establish Horizontal and Vertical Control		2	2	6	4		
Locate Utilities		4	6	4	8		
Topographic Surveys		8	2	34	50		
Data Processing/DTM Preparation		6	34				
							4
Subtotal - Surveying	6	28	44	44	62	0	4
2. Surveys - Property							
Coordination and Administration	4	8					
Record Research		4	12				
Field Research		4	4	8			
Field Work		2	4	10	10		
Property Easement/Right of way Delineation		10	20				
Subtotal - Surveying	4	28	40	18	10	0	0

Hours	10	56	84	62	72	0	4
Salary Costs	\$1,520.00	\$9,184.00	\$10,416.00	\$12,276.00	\$15,696.00	\$0.00	\$400.00

SUBTOTAL - SALARIES: \$49,492.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$60.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$34.00
Travel Costs	\$284.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$378.00

SUBTOTAL: \$49,870.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$49,870.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

ENVIRONMENTAL SERVICES

WORK TASK DESCRIPTION	E-3	P-2	P-1	- Select Category -	- Select Category -	- Select Category -	T-2
	\$159.00	\$171.00	\$137.00	\$0.00	\$0.00	\$0.00	\$104.00
	hr	hr	hr	hr	hr	hr	hr
1. Environmental Services							
DEQ		2	10				
QC Reviews		1	1				
							4
Subtotal - Environmental Services	0	3	11	0	0	0	4

Hours	0	3	11	0	0	0	4
Salary Costs	\$0.00	\$513.00	\$1,507.00	\$0.00	\$0.00	\$0.00	\$416.00

SUBTOTAL - SALARIES: \$2,436.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$14.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
SWPPP	\$200.00
STAA	\$150.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$364.00

SUBTOTAL: \$2,800.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$2,800.00

APPENDIX B

CITY OF FAYETTEVILLE

PLAINVIEW AVENUE EXTENSION

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Typical Sections			4			8	2
Plan & Profile Sheets	6		30			60	20
Roundabout Layout	2		12			30	6
Rolling Hills Intersection Improvements	2		10			24	8
Fiesta Square Parking Lot Modifications	1		6			16	4
Cross Sections			4			8	2
Drainage Improvements			16			28	6
Sidewalks			3			6	2
Pavement Marking Plan			4			12	4
Water & Sewer Relocations							
Record Drawing and Survey Review and Field Investigation			4			12	
Preparation of Water and Sewer Relocation Plans (excluding profiles)			20			48	
Opinion of Probable Construction Cost			2			12	
Utility Companies Coordination			4				
Meetings/Coordination with City	4		6				
Opinion of Probable Construction Cost			6			10	
QC Review	4		8				
Subtotal - Civil Engineering	19	0	139	0	0	274	54
2. Landscape Architecture							
Concept Landscape/Tree Layout				10			
Schematic Irrigation Plan				4			
Plan Details				3			
QC Review				2			
Subtotal - Landscape Architecture	0	0	0	19	0	0	0
Hours	19	0	139	19	0	274	54
Salary Costs	\$5,168.00	\$0.00	\$24,742.00	\$2,888.00	\$0.00	\$29,592.00	\$4,266.00

SUBTOTAL - SALARIES: \$66,656.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$140.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$24.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$164.00

SUBTOTAL: \$66,820.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$66,820.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preliminary Plans							
Typical Sections			2			4	
Plan & Profile Sheets	6		30			75	20
Roundabout Layout Sheets	4		16			40	10
Rolling Hills Intersection Improvements	2		8			24	8
Fiesta Square Parking Lot Modifications	1		4			10	2
Cross Sections			4			8	
Driveways			4			8	2
Drainage Improvements			18			28	
Sidewalks			2			6	2
Maintenance of Traffic Plan	1		8			12	4
Pavement Marking Plans	1		6			8	2
Water & Sewer Relocations							
Preparation of Water and Sewer Relocation Plan and Profiles			24			60	
Preparation of Water and Sewer Relocation Details			2			8	
Opinion of Probable Construction Cost			2			12	
Coordination with Geotechnical Subconsultant			2				
Coordination with Utility Companies			10				
Coordination and Meetings with Owner	3		6			6	
Public Participation Meeting	3		6			6	6
Opinion of Probable Construction Cost			4			10	
QC Review	6		8				
Subtotal - Civil Engineering	27	0	166	0	0	325	56
2. Landscape Architecture							
Landscape/Tree Layout				12			
Detailed Irrigation Plan				15			
Plan Details				5			
Opinion of Probable Construction Cost				2			
QC Review				2			
Subtotal - Landscape Architecture	0	0	0	36	0	0	0
3. Structural Engineering							
Retaining Wall Layout			6			8	
Subtotal - Structural Engineering	0	0	6	0	0	8	0
Hours	27	0	172	36	0	333	56
Salary Costs	\$7,641.00	\$0.00	\$31,992.00	\$5,724.00	\$0.00	\$37,629.00	\$4,648.00

SUBTOTAL - SALARIES: \$87,634.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$170.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$46.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$216.00

SUBTOTAL: \$87,850.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$87,850.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

PRELIMINARY DESIGN - ELECTRICAL

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Electrical Engineering							
General Team Coordination			2			4	
Performance Specification			8	8		16	
Quantities				2		8	
Cost Estimate				2		4	
QC Review			4	4			
Address Review Comments						2	
Subtotal - Electrical Engineering	0	0	14	16	0	34	0
Hours	0	0	14	16	0	34	0
Salary Costs	\$0.00	\$0.00	\$2,604.00	\$2,544.00	\$0.00	\$3,842.00	\$0.00

SUBTOTAL - SALARIES: \$8,990.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$10.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$10.00

SUBTOTAL: \$9,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$9,000.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Final Plans							
Typical Sections			2			4	
Plan & Profile Sheets	4		24			60	20
Roundabout Layout	2		12			20	8
Rolling Hills Intersection Improvements	1		8			16	6
Fiesta Square Parking Lot modifications			4			8	2
Cross Sections			2			6	
Maintenance of Traffic Plan			4			8	2
Driveways			2			6	2
Drainage Improvements			8			16	
Sidewalks			2			4	2
Pavement Marking Plans			4			8	2
Typical Details			4			8	2
Erosion Control Plans				6		12	4
Water & Sewer Relocations							
Preparation of Water and Sewer Relocation Plan and Profiles			24			60	
Preparation of Water and Sewer Relocation Details			2			8	
Opinion of Probable Construction Cost			2			12	
Specifications			4			16	
Water and Sewer and ADH Review			4			4	
Final Review with City			4				
Coordination with Utility Companies			12				
Coordination and Meetings with Owner	4		6			4	
Specifications/Contract Documents			8			4	
Quantities			4			16	
Opinion of Probable Construction Cost			2			6	
QC Review	6		8				
Subtotal - Civil Engineering	17	0	156	6	0	306	50
2. Landscape Architecture							
Landscape/Tree Layout				5			
Detailed Irrigation Plan				3			
Plan Details				2			
Specifications				4			
Opinion of Probable Construction Cost				2			
QC Review				2			
Subtotal - Landscape Architecture	0	0	0	18	0	0	0
3. Structural Engineering							
Retaining Wall Layout/Elevations							
Structural Details							
Structural Specifications							
Subtotal - Structural Engineering	0	0	0	0	0	0	0

Hours	17	0	156	24	0	306	50
Salary Costs	\$4,811.00	\$0.00	\$29,016.00	\$3,816.00	\$0.00	\$34,578.00	\$4,150.00

SUBTOTAL - SALARIES: \$76,371.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$160.00
ADH Review Fee	\$500.00
Postage/Freight/Courier	\$20.00
Travel Costs	\$49.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$729.00

SUBTOTAL: \$77,100.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$77,100.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

FINAL DESIGN - ELECTRICAL

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
5. Electrical Engineering							
Address City's Comments			1			2	
General Team Coordination			1			2	
Performance Specification			2	4		8	
Quantities				2		4	
Cost Estimate				1		2	
QC Review			2	2			
Address Review Comments						2	
Sign Documents			1			1	
Subtotal - Electrical Engineering	0	0	7	9	0	21	0

Hours	0	0	7	9	0	21	0
Salary Costs	\$0.00	\$0.00	\$1,302.00	\$1,431.00	\$0.00	\$2,373.00	\$0.00

SUBTOTAL - SALARIES: \$5,106.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$14.00
ADH Review Fee	\$0.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$14.00

SUBTOTAL: \$5,120.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$5,120.00

APPENDIX B**CITY OF FAYETTEVILLE
PLAINVIEW AVENUE EXTENSION****PROPERTY ACQUISITION DOCUMENTS**

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	\$159.00	\$171.00	\$129.00	\$206.00	\$227.00	\$257.00	\$104.00
	hr	hr	hr	hr	hr	hr	hr
1. Acquisition Documents							
Coordination and Administration		6					
Permanent Right-of-Way Acquisition Exhibits		16	32				
Temporary Construction Easement Exhibits		8	14				
Coordination with Owner		2					
Stake Proposed Easement (Maximum 6-Parcels)		4	4	6	10		
Subtotal - Civil Engineering	0	36	50	6	10	0	0

Hours	0	36	50	6	10	0	0
Salary Costs	\$0.00	\$6,156.00	\$6,450.00	\$1,236.00	\$2,270.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$16,112.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$278.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$30.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$30.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$338.00

SUBTOTAL: \$16,450.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$16,450.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders - N/A							
Addendums/Inquiries			6				
Bid Opening	1		3				
Prepare bid tabulation			1			2	
Evaluate bids and recommend award			2				
Prepare construction contracts			6				
Subtotal - Civil Engineering	1	0	18	0	0	2	0
2. Structural Engineering							
Addendums/RFIs			2				
Subtotal - Structural Engineering	0	0	2	0	0	0	0
3. Electrical Engineering							
Addendums/RFIs			3				
Subtotal - Electrical Engineering	0	0	3	0	0	0	0

Hours	1	0	23	0	0	2	0
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Salary Costs	\$283.00	\$0.00	\$4,278.00	\$0.00	\$0.00	\$226.00	\$0.00
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SUBTOTAL - SALARIES: **\$4,787.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$30.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$13.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$43.00**

SUBTOTAL: **\$4,830.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$4,830.00**

Budget Year	Division	Adjustment Number
2020	ENGINEERING (621)	
	/Org2	
	Requestor: Matt Casey	

Approval of a contract in the amount of \$402,650.00 with Garver, LLC for design of the Appleby Rd./Rolling Hills Dr./Plainview Ave. Connection Project, authorizing the Mayor to acquire the easements and ROW for the project and approval of a budget adjustment, per RFQ 20-01, selection #4.

COUNCIL DATE: 6/2/2020

LEGISTAR FILE ID#: 2020-0393

Matthew Maddox
5/14/2020 9:52 AM

Budget Director _____ Date _____

TYPE: D - (City Council)

JOURNAL #: _____

GLDATE: 6/2/2020

CHKD/POSTED: /

TOTAL

v.20200324

H:\Budget Adjustments\2020_Budget\City Council\06-02-2020\BA 2020-0393 Appleby-Rolling Hills-Plainview Garver Agreement 1 of 2

Account Number	Increase / (Decrease)		Project.Sub#			Account Name
	Expense	Revenue	Project	Sub.Detl	AT	
	-	-				



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Brad Hardin, Fire Chief
FROM: Granville Wynn, Fire Operations Manager
SUBJECT: **Staff requests City Council Approval & the Mayor's Signature on the Services Contract between the City of Fayetteville and BOARDUP.**

RECOMMENDATION:

Staff requests City Council approval and the Mayor's signature on a Services Contract between the City of Fayetteville and BELFOR USA Group, Inc. dba 1-800-BOARDUP NW Arkansas (BOARDUP) to provide Fire Remediation Services for a period of one year with automatic renewals for up to four additional years.

BACKGROUND:

1-800-BOARDUP is a national disaster recovery organization that provides 24/7 emergency restoration and cleanup services for fire, water, and storm damage. They specialize in helping victims of disasters by securing properties and providing immediate assistance to minimize further damage. Their services include board-up, roof cover, building wrap, emergency power, and temporary fencing. The organization is dedicated to supporting local firefighters and communities, ensuring that victims receive the help they need during challenging times.

DISCUSSION:

The Fayetteville Fire Department worked in collaboration with the City Procurement Division on a Request For Proposal (RFP) process—RFP 25-18, Fire Scene Remediation. 1-800-BOARDUP was the national disaster recovery organization selected to provide 24/7 emergency restoration and cleanup services for fire, water, and storm damage for the City of Fayetteville.

BUDGET/STAFF IMPACT:

There is no direct cost to the City of Fayetteville associated with this Services Contract Agreement.

ATTACHMENTS: 3. Staff Review Form, 4. RFP 25-18 Contract Board Up, 5. RFP 25-18, Appendix A - City Issued RFP, 6. RFP 25-18, Appendix B - BOARDUP's Proposal, 7. BOARDUP's Certificate of Insurance



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2737

A RESOLUTION TO AWARD RFP 25-18 AND APPROVE A SERVICES CONTRACT WITH BELFOR USA GROUP, INC. TO PROVIDE FIRE REMEDIATION SERVICES FOR ONE YEAR WITH AN AUTOMATIC RENEWAL FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS

WHEREAS, Belfor USA Group, Inc. is a national disaster recovery organization that provides 24/7 emergency restoration and cleanup services for fire, water, and storm damage that specializes in helping victims of disasters by securing properties and providing immediate assistance to minimize further damage at no cost to the City.

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 awards RFP 25-18 and authorizes Mayor Rawn to sign a services contract with Belfor USA Group, Inc. dba 1-800-BOARDUP NW Arkansas to provide Fire Remediation Services for one year with automatic renewals for up to four additional one-year terms.

City of Fayetteville Staff Review Form

2025-2737

Item ID

1/6/2026

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

Brad Hardin

12/16/2025

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests City Council approval and the Mayor's signature on a Services Contract between the City of Fayetteville and BELFOR USA Group, Inc. dba 1-800-BOARDUP NW Arkansas (BOARDUP) to provide Fire Remediation Services for a period of one year with automatic renewals for up to four additional years.

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:



This contract executed this _____ day of _____, 2025, by and between the **City of Fayetteville** (hereinafter "City") and BELFOR USA Group, Inc. dba 1-800-BOARDUP NW Arkansas (**BOARDUP**) in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Appendices:** Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - a. Appendix A: City Issued Solicitation for RFP 25-18, Fire Scene Remediation
 - b. Appendix B: **BOARDUP's** RFP Submittal
 - c. Appendix C: **BOARDUP's** Certificate of Insurance
2. **Term:** The initial term of this contract shall be for a period of one (1) year, starting with the date approved by the City. The contract shall be renewable annually by mutual consent for four (4) additional years, for a total contract term of five (5) years. Both parties have the right to terminate this agreement upon sixty (60) days written notice to the other party.
3. In consideration of the competitive selection of **BOARDUP** to become the Fire Scene Remediation Company for the City, **BOARDUP's** promise to abide by the terms of this agreement and the terms of the Request For Proposals, and **BOARDUP's** pledge to continuously provide prompt, safe, efficient, courteous, and reasonably priced fire scene remediation services, the City promises to use **BOARDUP** as its Fire Scene Remediation Company for all fire-initiated remediation needs. During extraordinary periods in which **BOARDUP** cannot reasonably and promptly respond for needed fire-initiated remediation needs, the City may call any licensed remediation company.
4. **BOARDUP agrees as follows:**
 - a. Agree to General Requirements – **BOARDUP** shall fully abide by the listed Scope of Work and General Requirements set forth in the Request for Proposals.
 - b. Comply with Proposal – **BOARDUP** shall comply with all of its responses made within its successful proposal to the City.
 - c. Abide by Rate and Materials Schedule – **BOARDUP** shall not charge any owner or insurance company of a fire-initiated remediation need more than the agreed Rate and Materials Schedule Fees included in **Appendix B** to this contract.
 - d. Comply with All Laws and Regulations – **BOARDUP** shall comply with all state laws and City ordinances.
5. **Standards of Performance:** **BOARDUP** shall meet or exceed the following standards of performance:

- a. Arrival within one (1) hour – **BOARDUP** shall arrive at the scene of the fire-initiated remediation need within one (1) hour of notification from the City.
 - b. Securing the Scene – **BOARDUP** shall secure each fire-initiated remediation scene by covering all openings including doors, windows, and other openings created or damaged during the event.
 - c. Roof Damage – In the event of damage to the roof, **BOARDUP** shall provide adequate covering to prevent further damage by inclement weather.
 - d. Structural Damage – Should there be structural damage, **BOARDUP** shall provide temporary shoring and stabilization.
 - e. Insurance – **BOARDUP** shall defend, indemnify and hold the City, its firefighters, agents, and employees, harmless from and against all claims, losses and liabilities to any person, including but not limited to claims for personal injury, wrongful deaths, and damage to property, which occur or are alleged to have occurred as a result of services performed by the vendor pursuant to a fire initiated emergency remediation and shall carry sufficient liability insurance for any such claims.
 - f. Inspections and Audits - The Fire Department may perform inspections and audits of the operations, records, equipment, procedures and such other matters relating to the accomplishment of the purposes and objects of this agreement and for the safety, well-being and accommodation of the public. **BOARDUP** shall make all its equipment, records, facilities, and personnel available upon request for such inspections. **BOARDUP** shall promptly correct any deficiencies noted by the Fire Department.
6. Indemnification and Hold Harmless: **BOARDUP** agrees to hold the City harmless and indemnify the City, but not defend, against any and all claims for property damage, personal injury or death, arising from **BOARDUP's** performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.
 7. Insurance: **BOARDUP** shall furnish a certificate of insurance addressed to the City within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 25-18. If applicable, **BOARDUP** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **BOARDUP** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.

- a. **BOARDUP** shall carry the following coverages, at minimum:
 - i. Worker's Compensation Insurance – Statutory Amount
 - ii. Automotive Insurance covering all vehicles and trailers, if applicable
 - iii. General Liability - \$1,000,000 each occurrence
8. **Independent Contractor:** **BOARDUP** is an independent contractor of the Fire Department and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **BOARDUP** is responsible for its agents, methods and operations.
9. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.
10. **Freedom of Information Act:** Fire Department contracts and documents prepared while performing Fire Department contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. **Termination:** This Contract may be terminated by the Fire Department or **BOARDUP** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach.
12. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
13. **Contract Administration:** The Fire Department shall be the Contract Administrator for this contract. **BOARDUP's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
14. **Professional Responsibility:** **BOARDUP** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
15. **Permits & Licenses:** **BOARDUP** shall secure and maintain any and all permits and licenses required to complete this Contract.

16. **Debarment Certification:** BOARDUP hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. BOARDUP hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
17. **Gratuities:** If the City finds, after a notice and hearing, that BOARDUP or any of their agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the City, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the City may, by written notice to BOARDUP, terminate this Agreement. The City may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the City bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

IN WITNESS WHEREOF, The City of Fayetteville and BELFOR USA Group, Inc. dba 1-800-BOARDUP NW Arkansas, by its authorized officer, has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
MOLLY RAWN, MAYOR

BELFOR USA GROUP, INC. DBA 1-800-BOARDUP
NW ARKANSAS

By: Jeremy Metcalf
JEREMY METCALF, DIRECTOR OF EMERGENCY SERVICES

Date Signed: _____

Date Signed: 12-15-2025



CITY OF
FAYETTEVILLE
ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 25-18, Fire Scene Remediation

DEADLINE: Thursday, November 6, 2025 before 2:00 PM, local time

PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 10/12/2025

REQUEST FOR PROPOSAL **RFP 25-18, Fire Scene Remediation**

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Procurement Division at the below location.

*City of Fayetteville
Procurement Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701*

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

City of Fayetteville, AR
Request for Proposal
RFP 25-18, Fire Scene Remediation

The City of Fayetteville, Arkansas, is requesting proposals for a remediation provider, that is properly licensed and insured to provide fire scene remediation services, as needed, through the City of Fayetteville Fire Department. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Procurement Director at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Thursday, November 6, 2025 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Procurement Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Proposers shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

City of Fayetteville
By: Amanda Beilfuss, Procurement Director
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10/12/2025
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: \$171.13

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five-page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - i. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 1. **Option 1 – Electronic Submittal (*strongly encouraged*):** Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 2. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to

City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Procurement Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Procurement Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Procurement Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Amanda Beilfuss, Procurement Director, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Procurement Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Procurement Division BEFORE the deadline stated.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.

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

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

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Procurement Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Workers' Compensation, and General Automotive, if applicable. SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED. Insurance shall remain valid, when applicable, throughout project/contract completion.

19. PAYMENTS AND INVOICING:

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

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Procurement Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

- f. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

1. PURPOSE:

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", is requesting proposals for a remediation provider, hereinafter referred to as "the Proposer", that is properly licensed and insured to provide remediation services through the City of Fayetteville Fire Department. The Proposer will be responsible for providing fire scene remediation as needed.

2. SCOPE OF WORK:

At a minimum, the following services must be offered:

- a. Securing the scene by covering all openings including doors, window, and other opening created or damage during the event. The covering shall be of sufficient strength to detour unauthorized entry into the structure. There shall be a secured access point to access the structure.
- b. In the event of damage to the roof, the Proposer shall provide adequate covering to prevent further damage by inclement weather.
- c. Should the structure be damaged structurally, the Proposer must be capable of providing temporary shoring and stabilization.
- d. The Proposer shall be capable of providing temporary fencing.
- e. Insurance – The Proposer shall defend, indemnify and hold the City, its officers, agents, and employees, harmless from and against all claims, losses and liabilities to any person, including but not limited to claims for personal injury, wrongful deaths, and damage to property, which occur or are alleged to have occurred as a result of services performed by the vendor pursuant to a fire initiated emergency remediation and shall carry sufficient liability insurance for any such claims.
- f. Inspections and Audits – The City may perform inspections and audits of the operations, records, equipment, premises used, procedures and such other matters relating to the accomplishment of the purposes and objects of this agreement and for the safety, well-being and accommodation of the public. The Proposer shall make all its premises, equipment, records, facilities, and personnel available upon request for such inspections. The Proposer shall promptly correct any deficiencies noted by the City.

At a minimum the Proposer shall provide items "a" and "b" free of charge to the structure owner. Assuming the structure owner has insurance coverage for such services, the Proposer may invoice the insurance provider for the services provided. In the event more services are agreed upon between the structure owner and the Proposer, the cost of these services will be borne by the structure owner and/or the structure owner's insurance provider. The City is not liable for any services provided by the Proposer.

3. INTENT AND CONTRACT TERMS:

- a. It is the intent of the City to select one Proposer as a remediation provider for emergency calls.
- b. The City intends to issue a contract for one (1) year with four (4) automatic one-year renewals, upon mutual agreement of all parties, for a possible five (5) year contract term.

- c. The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination.

4. DUTIES OF REMEDIATION PROVIDER:

- a. Provide all necessary personnel and equipment to meet its duties under the contract;
- b. Secure all necessary licenses, permits, and insurance;
- c. Provide necessary supplies to provide the remediation services;
- d. Provide prompt, competent, courteous, safe and cost-efficient remediation services for all City initiated emergency remediation calls.

5. GENERAL REQUIREMENTS:

- a. Availability – The Proposer must provide twenty-four (24) hours, seven (7) days a week (holidays included) prompt and continuous remediation services. The Proposer must be capable of responding to an emergency scene within one (1) hour of receiving a call by the City.
- b. Published Telephone Number – The Proposer must have a telephone number under the name of the business which is published in a local directory. All phone calls shall be answered by an employee twenty-four (24) hours per day, seven (7) days per week (holidays included). Provide all necessary personnel and equipment to meet its duties under the contract;
- c. Dedicated Telephone Line – The Proposer shall have at least one telephone line solely dedicated to receiving calls from the City or the 911 Communications Center. No answering services shall be permitted.
- d. First Priority – The Proposer shall agree to make all requests for City remediation the first priority over private generated by the individual business.
- e. Statement of Charges – The Proposer shall furnish, to the structure owner at the emergency scene, a Schedule of Remediation Fees agreed to by the City and the Proposer. Upon request or payment by the structure owner or insurance provider, the Proposer shall furnish an itemized statement of services performed, labor, supplies, and special equipment used in completing the remediation and of the charges made therefore in conformance to the agreed upon Schedule of Remediation Fees.
- f. Complete and Adequate Records – The Proposer must maintain complete and accurate records of all remediation service request of the City. Such record shall include the date, time, and location of the structure, and the total amount paid for the remediation fees and officer's name that initiated the remediation services. Such records shall always be available to the City and shall be maintained at least three (3) years.
- g. The City is Not Responsible for Remediation Fees – The City shall not be liable for charges and fees. The sole recourse for the Proposer shall be its normal legal rights against the owner of the structure.

6. PROPOSAL REQUIREMENTS:

The following shall be included with proposal:

- a. Business Ownership – The Proposer shall disclose the identity of all persons and/or corporations having financial interest in the business.

- b. Business History - Each Proposer should give a complete history of his or her remediation business including when it began operating, the number of years of continuous operation and whether there are any existing judgments against the Remediation Company or any of its officers or owners.
- c. Criminal History - Each Proposer shall sign a waiver (Appendix A) to authorize the release of Proposer's criminal histories to the City. This shall include all persons owning any interest in the business and all employees of the business.
- d. Itemized List of Remediation Fees – Each Proposer shall provide an itemized list of typical remediation fees to be paid by structure owner for remediation.

7. PROPOSAL CONTENT:

Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, tab dividers, and forms required by the City for completion.

8. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

9. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Procurement Division.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors and/or subconsultants, if used, shall be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. This will include but not be limited to quality of representative projects and financial capacity to complete and deliver the project.

- 3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% **Cost/Fees:** Proposer shall provide a total listing of any fee the structure owners could be charged. All fees shall be clearly identified with RFP response and be itemized as much as possible. No fee shall be charged to the City of Fayetteville

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

- a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.
- i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

- b. I certify that; as an officer of this organization, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.
- d. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
- e. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION

- a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

END OF RFP DOCUMENT

RFP 25-18, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, October 28, 2025

To: All Prospective Vendors

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

RE: RFP 25-18, Fire Scene Remediation

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

1. CORRECTION:

- a. Item 6.c. listed on page 13 of the RFP was included in error. Proposers shall disregard the criminal release requirement when submitting Proposal.



RFP 25-18 Addendum 1

1-800-BOARDUP NW Arkansas

Supplier Response

Event Information

Number: RFP 25-18 Addendum 1
Title: Fire Scene Remediation
Type: Request for Proposal
Issue Date: 10/12/2025
Deadline: 11/6/2025 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is requesting proposals for a remediation provider, that is properly licensed and insured to provide fire scene remediation services, as needed, through the City of Fayetteville Fire Department. Any questions regarding this RFP shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov.

Contact Information

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

1-800-BOARDUP NW Arkansas Information

Contact: Jeremy Metcalf
Address: 6361 S Oldridge Pl, Ste 101
Rogers, AR 72758
Phone: (918) 613-9490
Email: jeremy.metcalf@1-800boardup.com
Web Address: <https://1-800boardup.com/store/nw-arkansas/>

Please be sure to include the signed and completed RFP documents with your Proposal.

Jeremy Metcalf

Signature

Submitted at 11/4/2025 12:24:02 PM (CT)

jeremy.metcalf@1-800boardup.com

Email

Requested Attachments

RFP 25-18, Fire Scene Remediation

RFP Fayetteville 10.21.25 revD
10.28.25 (1) (1).pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with proposal.

Bid Attributes

1 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

2 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

3 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☒ I agree



Jeremy Metcalf

Director of Emergency Services
jeremy.metcalf@1-800boardup.com
479-366-3813

1-800-BOARDUP is the nationwide leader in providing victim assistance and securing structures, as well as offering the most extensive network of resources for disaster response in the industry.

Founded in 2002, our 20-year history and vast experience over the years has afforded us the opportunity to respond to almost every type of emergency imaginable. Currently, 1-800-BOARDUP responds to over 9,000 requests for service annually throughout the country. Regardless of the peril or extent of damage, there is no doubt our Directors of Emergency Services have experienced a similar scenario and can assist the fire / disaster victim through the recovery process.

With 115 offices in the United States, 1-800-BOARDUP is both nationally strong and locally focused. 1-800-BOARDUP teams are able to respond immediately in almost every major city in the country. With 116 retired first responders functioning as the Director of Emergency Services in their local market, 1-800-BOARDUP brings an abundance of talent and ability unequalled in our industry. The experience we bring to each incident represents true value to fire victims and municipalities.

Each 1-800-BOARDUP office maintains the required certifications, licensing, bonding capacity and insurance coverage in all areas, allowing our teams to perform work in compliance with all state and federal regulations. 1-800-BOARDUP also adheres to other various requirements as mandated by both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA). Additionally, each employee that responds to an emergency scene has completed NIMS ICS 100 level training.



1-800-BOARDUP prides itself supporting our national corporate partnerships with the International Association of Fire Chiefs, the National Fallen Firefighters Foundation, the Firefighter Cancer Support Network and the Fraternal Order of Leatherheads Society.

1-800-BOARDUP NW Arkansas
6361 S Oldridge Pl, Ste 101
Rogers, AR 72758

1-800-BOARDUP of NW Arkansas, located in Rogers, AR, is a well established and provisioned full-service office that can provide immediate emergency response and victim assistance to the citizens of Fayetteville, resulting in less property damage and downtime.

Our team in the 1-800-BOARDUP NW Arkansas office understand the culture and we work daily with local municipalities to provide the best service to citizens.



Proposal for



CITY OF
FAYETTEVILLE
ARKANSAS

1-800-BOARDUP of NW Arkansas
A BELFOR Company

Director of Emergency Services
Jeremy Metcalf

☎: 479-366-3813

Response to: RFP 25-18
Fire Scene Remediation
Due Date: November 6, 2025

BY



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A. FIRM OVERVIEW





Company Overview & History

1-800-BOARDUP International is North America's leader in providing victim assistance, firefighter support and securing structures, as well as offering the most extensive network of resources for disaster response in the industry.

Founded in 2002, our 22-year history and vast experience over the years has afforded us the opportunity to respond to almost every type of emergency imaginable. Currently, 1-800-BOARDUP responds to over 10,000 requests for service annually throughout North America.

With 108 offices across North America, serving 153,015,701 citizens, 1-800-BOARDUP is both internationally strong and locally focused. 1-800-BOARDUP teams are able to respond immediately in almost every major city in the North America. With 126 retired first responders functioning as the Director of Emergency Services in their local market, 1-800-BOARDUP brings an abundance of talent and ability unequalled in our industry. The experience we bring to each incident represents true value to fire victims and firefighters.

The 1-800-BOARDUP of NW Arkansas's Victim Assistance Program provides necessary guidance and assistance such as assisting with lodging, pet care and providing essential supplies to help families get through the first 48 hours after a fire at no expense and is available to the citizens of Fayetteville.

1-800-BOARDUP of NW Arkansas maintains the required certifications, licensing, bonding capacity and insurance coverage in all areas, allowing our teams to perform work in compliance with all state and federal regulations. 1-800-BOARDUP also adheres to other various requirements as mandated by both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA). Additionally, each employee that responds to an emergency scene has completed NIMS ICS 100 level training.

1-800-BOARDUP of NW Arkansas is a BELFOR Company which provides the most extensive availability of disaster recovery resources in the world. BELFOR's 77-year history and vast experience over the years has afforded us the opportunity to restore and repair almost every type of structure imaginable. Every year since 2020, BELFOR has performed over 68,000 restoration projects in North America and over 159,000 worldwide. Regardless of the peril or extent of damage, there is no doubt someone in the company who has experienced a similar scenario who can assist or lead the project

Equipment

BELFOR owns the largest fleet of restoration equipment in North America. Extensive equipment inventories in all 174 of our North American locations enable us to respond effectively in local communities around the continent.

For large losses and area-wide disasters, BELFOR has strategically developed a mobile fleet of response vehicles that can be deployed anywhere. Mobile response vehicles include:

- 75 Mobile Warehouses – 53' tractor-trailers full of auxiliary drying equipment
- 14 tractor-trailers (in addition to hundreds of smaller trucks and vans) which may be dispatched for document transportation services
- 6 diesel-powered refrigerated trailers for freezing books and documents
- 7 Mobile Vacuum Freeze Drying Chambers – for on-site vital records recovery
- 4 Mobile 18,000 CFM HEPA Filtration Trailers
- 2 Mobile Electronics Restoration Labs
- 2 Mobile Command Centers – May be dispatched for catastrophe operations. Each generates their own power and has dedicated satellite towers and dishes, 32 workstations, computer systems, internet access, and videoconferencing.
- Over 2,600 vehicles in the U.S. fleet alone.

B. UNDERSTANDING & METHODOLOGY





The road from disaster to recovery involves important decisions. Without experience-based knowledge and smart implementation, the result can be costly detours. Direction from a single-source provider like 1-800-BOARDUP of NW Arkansas a BELFOR Company can make a tremendous difference in your recovery efforts.

1-800-BOARDUP of NW Arkansas understands restoration and reconstruction; we understand complex losses and the total restoration process. That is why 1-800-BOARDUP is the industry leader in service delivery and single-source accountability. Our complete line of restoration services provides our clients with single-source accountability of every project.

Comprehensive Services

- Emergency Services 24-7-365
 - Emergency Board-up /Shoring /Shrink Wrap
 - Victim Assistance
 - Water Extraction&Dehumidification
 - Corrosion Control
 - Safety Inspection & Evaluation
 - Selective Demolition
 - Site Containment
- Water, Fire, Storm Damage Restoration
 - Deodorization
 - Structural Drying/Desiccant Dehumidification
 - Air Duct Decontamination
 - Detailed Structural Cleaning
 - Contents Restoration
- Reconstruction & Contracting
 - Full-service General Construction
 - High-Rise, Historic and LEED-certified Reconstruction and Restoration
- Mold Remediation
 - Industry Leader in Developing Current Mold Remediation Standards
 - Environmental Control / Assessment
 - Common Sense Solutions
- Vital Records Recovery
 - Detailed Inventory/Secure Storage
 - Book, Document & all types of Media Recovery
- Electronics & Machinery Restoration
 - Computer & Electronics Restoration
 - Manufacturing Equipment Rebuild
 - Data Recovery
 - Semiconductor Equipment
- Environmental Services
 - Site Remediation – Asbestos, Mold and Lead
 - Hazardous Waste Management
 - Spill Response

Responding 1-800-BOARDUP teams are trained and well-supplied to protect exposed buildings with board-ups for any sized opening or roof tarps, 24/7/365. As part of our standard emergency response services, 1-800-BOARDUP teams perform numerous board-ups on a daily basis for clients around the North America. Several municipalities contract with us to provide these services for their constituents who have experienced property damage.

Roof Tarps

As a full-service general contractor, teams are highly trained and can even quickly construct temporary entrances to allow safe access to the building.

This is a standard part of our emergency response services. In addition to roof tarps, crews can deploy shrink-wrap to large portions of the structure, making the building usable until a permanent solution can be implemented.



Temporary Fencing

To further secure the building, emergency crews can respond with perimeter fencing to isolate the structure. Project sizes range from residential properties to large commercial sites.

Water Extraction and Mitigation

- BELFOR protocols and procedures are based on the IICRC S500, Standard and Reference Guide for Professional Water Damage Restoration. Our trained personnel can respond and mitigate moisture in any type of facility, from residential to commercial, school, high rise to hospital or manufacturing facility.
- Proper water damage restoration involves moving and securing contents, extracting excess physical water, identifying affected structural materials (walls, floors, ceilings) using moisture sensing/detection equipment, establishing target drying goals and installing necessary drying equipment.
- Removing standing water from the environment to stabilize conditions is an immediate goal upon arrival at a disaster scene. BELFOR teams are trained and highly adept at tracking hidden moisture to avoid long-term, undetected water damage problems and mold issues. Infrared cameras help ensure effective moisture detection.
- Daily inspections are performed to assure drying efficiency. BELFOR maintains drying logs throughout the project to monitor moisture content and psychrometric conditions. No drying is complete until Equilibrium Moisture Content is attained. BELFOR also provides photo documentation of every project.
- BELFOR owns the largest fleet of dehumidification equipment in the USA. Beyond the extensive inventory warehoused in our 107 locations around the country, thirty (30) mobile warehouses of auxiliary equipment are available for dispatch anywhere around the country. Each holds over 200 additional pieces of drying equipment.
- An exclusive agreement with Aggreko - the largest supplier of dehumidifiers, power generation and temporary temperature control equipment in the world - gives us immediate access to additional equipment and specialty equipment beyond our own capacity. Per our agreement, BELFOR is the only restoration company Aggreko may supply. This is especially beneficial during regional or national catastrophes when resources elsewhere are depleted.

Flood Water

- Flood water is considered a Category 3 water loss and, due to the health and safety concerns for occupants, requires additional steps during restoration. These steps include: identifying structural components that need to be removed and disposed, setting critical barriers to prevent cross contamination and installing HEPA filtered air scrubbers to clean ambient air and applying sanitizing chemicals.
- In Category 3 water losses, porous items are not salvageable. However, semi-porous items of value are analyzed further to determine restorability. Every situation and client is different, so this is determined on a case by case basis.



Tree Removal

1-800-BOARDUP pre-qualifies and has long-standing relationships with auxiliary service providers in the local markets as well as national vendors who provide 24/7/365 service. These include tree removal companies as well as scissor lift operators, demolition companies, dump truck and freezer truck resources, fencing, plumbing, electrical, HVAC and security firms that provide emergency temporary services, etc.

Structural Stabilization

During emergency mitigation, humidity and temperature levels will be stabilized quickly to prevent rapid degradation of building materials and contents.

Mold and Mildew Mitigation Prevention

1-800-BOARDUP a BELFOR Company offers comprehensive mold remediation service, bringing vast experience, leadership and sensibility to the process.

- Training - BELFOR technicians bring trained expertise to every mold remediation project, including: strategic response, proper assessment, engineering controls, remediation barriers, state-of-the-art equipment, risk-specific protocols, measured results, and highly-experienced remediation teams.
- IICRC Standard - Our Standard of Care is a combination of the IICRC S520 (Standard and Reference Guide for Professional Mold Remediation) and the City's standards. Members of BELFOR's National Technical Services Division are leaders in the industry and helped author the current IICRC S520 Standard in use today.
- Remediation projects consist of the following:
 - Establishing engineering controls (through poly containments and HEPA-filtered negative air machines)
 - Removal and disposal
 - Evaluation and cleaning of contaminated materials and surfaces using specific anti-microbial products
 - HEPA vacuuming
- Worker Safety - Workers on mold remediation projects are required wear the proper PPE for the level of project to be performed. They must also pass a physical exam and be fitted for respirators at time of hire.
- Duct Cleaning - In commercial environments, the air delivery system is frequently cited as a major contributor to illness, as airborne contaminants are pulled into air ducts, creating an ideal breeding ground for mold, bacteria, fungi and other microbes. As part of a restoration project or as a stand-alone service to clean and decontaminate the ducts in your building, BELFOR provides these services to clients directly.

Structural Drying

Done correctly, structural drying is a science that weighs all pertinent variables, establishes goals and determines how best to recognize and document goal-attainment. BELFOR utilizes the most sophisticated dehumidification and monitoring equipment in the industry, along with highly-trained personnel to provide effective results and eliminate environmental concerns. Structural drying is very site-specific and one size never fits all.

Water and Sewage Extraction and Decontamination

Sewage is a Category 3 water loss and, due to the health and safety concerns for occupants, requires additional steps during restoration. These steps include: identifying structural components that need to be removed and disposed, setting critical barriers to prevent cross contamination and installing HEPA filtered air scrubbers to clean ambient air and applying sanitizing chemicals.

Whenever possible, sewage is returned back into the sanitation system of origin.

Winterization

Winterizing plumbing is performed when a property will be vacant for a long period of time and no water will be running through the pipes. The winterizing process involves emptying the water heater, draining all water from the pipes, and filling all fixtures with an antifreeze solution.

Contents Care

BELFOR has successfully recovered contents and inventory for all types of homes and businesses. Our goal is to present the property owner and pertinent insurance representatives with as many cost-effective options for restoration as possible.

Soft content removal

- Soft contents damaged in a loss and considered salvageable will be inventoried on site and removed from the location for cleaning. Pack-outs include using a variety of box sizes along with packaging and wrapping materials (i.e. shrink-wrap, bubble-wrap, packing paper). Complete written and photo inventory are provided using iCat software. BELFOR owns a fleet of moving vans and trucks of various sizes to ensure safe transport.



- Cleaning: 60% of the textiles and garments coming out of the property damaged by fire or water will get wet-cleaned or laundered. In the dry-cleaning process, there is a solvent being used. A two-bath dissolution system is used because we're dealing with a higher level of contaminant than a corner drycleaner does.

Hard-content removal

- Contents are typically inventoried and packed out of a damaged facility and loaded right into a moving crate pre-positioned in one of our trucks. The contents move through various stations for cleaning (manual wiping, ozone treatment room, electronics restoration room), then are re-loaded into a clean crate for storage until the damaged facility is once again ready for occupancy.
- Cleaning: Often after manual cleaning of hard contents, an ultrasonic cleaning system will complete the process. The chemicals and water that are used in this equipment are able to penetrate deep into every crevice and crack to lift away soot, dirt, grease, nicotine and more on items ranging from ceiling fans to dishes to figurines to sports equipment and musical instruments, tools, etc.

Displace Pet Care/Boarding

1-800-BOARDUP will assist citizens by providing the location(s) of 24-hour pet care facilities.

M. Packing, Moving, and Content Storage

The 1-800-BOARDUP, a BELFOR Company, NW Arkansas office has substantial secured, climate-controlled warehouse storage space and access to additional storage at times of peak demand.

- In-plant processing areas include; cleaning stations, appliance cleaning and testing areas, electronics cleaning and testing areas, an ultra-sonic cleaning area, climate-controlled drying chambers and ozone rooms for deodorization.
- iCat software is a tool that quickly creates a comprehensive listing of on-site contents with details and photos, which can then be efficiently tracked in the resulting database. This increases productivity by reducing time and potential errors in transcribing and also provides your insurance representative with all the information needed to quickly settle your claim. This system provides complete detail including:
 - Full item details, including descriptions, make, model, color, etc.
 - Location of item when removed
 - Photos & Video of contents
 - Bar-coding on each item and box, for tracking purposes
 - This system provides a chain of custody to track possession and establishes warehouse controls for prompt access to needed items. With 24 hours' notice, specific items can be retrieved from our warehouse for authorized personnel.
 - Reports re generated to allow the property owner to review the details of their contents in Excel, which will be uploaded and updated on a regular basis. The condition, status and location of each item (including when and who cleaned it) can be determined at a glance.

Emergency Cleaning

On every project performed, there is always an element of cleaning required and crews are trained on clean up procedures on a wide variety of surfaces after every imaginable type of property damage incident, up to and including clean room standards.

Deodorization

- To combat odors associated with virtually any disaster, and help eliminate health and safety concerns, BELFOR combines the use of specially trained technicians with the most up-to-date dehumidification and air purifying equipment available today. Proprietary applications and techniques for the removal of source odors have been developed by the BELFOR National Technical Service Division.
- The most effective way to remove odor is to remove the source of the odor, versus sealing or masking techniques only, which can leak odor over time and as materials expand. BELFOR guarantees smoke odor removal on all of its fire damage projects. Ozone treatment and offers safe and highly effective deodorization for contents, governed by strict OSHA and WCB guidelines.
- Duct cleaning is typically necessary to eliminate odor after a fire. BELFOR owns a commercial duct cleaning company called Ductz, which can provide critical services in tandem with restoration crews.



I. Temporary Power and Generators

Through our agreement with Aggreko Corporation, we are able to provide complete emergency or back-up power for restoration projects with a fleet of rental power equipment ranging from 15kW to 2 MW and including power packages up to 30 MW, supported by a group of highly skilled technical and engineering personnel.

I. One (1) Hour Response or Less

Response time will typically be one hour or less to properties.

However, on-site response times may be longer in the case of unforeseen circumstances beyond our control such as road closures, restricted travel, damaged infrastructure, imposed curfews, traffic congestion/accidents, etc. If our teams cannot be there within the hour, they are instructed to let the on-site contact as well as the account manager know their approximate arrival time.

I. Citizen Victim Assistance Program

1-800-BOARDUP provides a comprehensive victim assistance program to all citizens regardless of insurance status which includes toiletries, educating victims on the steps to consider completing in 72 hours following the incident, identifying 24-hour pharmacies and pet care.

I. Temporary Housing of Victims

1-800-BOARDUP has national partnerships with temporary housing companies to provide short-term (2 nights) lodging and long-term relocation services. 1-800-BOARDUP will facilitate and coordinate short-term lodging for citizens regardless of insurance status.

I. NIMS 100 Certified Personnel (ME1)

Jeremy Metcalf, Director of Emergency of Services for BELFOR NW Arkansas - who is part of the team assigned to Fayetteville has the following National Incident Management System (NIMS) Certifications:

*NIMS 100

*NIMS 300

*NIMS 200

*NIMS 700

*Additionally, all staff members that respond to an emergency incident have completed NIMS 100 training and certification.

I. Demolition Services

1-800-BOARDUP of NW Arkansas, a BELFOR Company crews perform interior finish removal as well as structural demolition services as required on projects. Teams can also remove structural items such as roof systems and exterior components. For entire building demolition, a subcontractor will typically be hired.

I. Toll Free or Local Phone Number Accessible 24 hours/7 days Weekly by live person (answering machines are not acceptable)

- Emergency response and service is provided 24 hours a day/7 days a week/365 days a year.
- To activate an emergency response, the City can call the 1-800-BOARDUP Dispatch Center 24/7/365 at:

(800) 262-7387

I. Response vehicles must be well-marked and well-maintained.

1-800-BOARDUP of NW Arkansas company vehicles are all branded for easy identification. Company drivers are required to keep vehicles clean at all times.



I. Responding personnel in well-marked uniforms or possess highly visible identification cards

All field employees are required to wear official 1-800-BOARDUP attire and carry employee identification cards.

1 800-BOARDUP of NW Arkansas, a BELFOR Company 6361 S Oldridge Pl, Ste 101, Rogers, AR 72758
ph: 479-366-3813 | 24/7 hotline: 800.262.7387 | www.1-800-BOARDUP.com

C. SCHEDULE & WORK PLAN





1-800-BOARDUP Project Work Plan

Although all emergencies, all responses, and all recoveries are unique, the following are some common procedures, issues, and expectations of perhaps a typical event.

24/7/365 Emergency Dispatch

1-800-BOARDUP
(800) 262-7387

Response and Initial Assessment

Responding emergency crews come prepared and equipped to implement immediate security measures, such as board-ups or shrink wrap for exposed areas, perimeter fencing, locks, lock in-out procedures, etc.

From the very beginning, the project is a collaborative effort between 1-800-BOARDUP responders and Fayetteville's Incident Commander. Initial on-site meetings and walkthroughs take place to make a preliminary assessment of needs for manpower, equipment, safety, accessibility, priorities, etc.

1-800-BOARDUP's Director of Emergency Services will also meet with the property owner to provide victim assistance and explain the emergency services to be performed and secure a work authorization.

1-800-BOARDUP on scene team will secure areas determined by fire investigators for further cause & origin investigation(s) by the fire/law enforcement officials and third party insurance fire investigators.

As crews perform emergency procedures to stabilize the impacted property, and when approved by the Fire/Police Department Incident Commander a walk-through with 1-800-BOARDUP team leaders and the property owner will take place to educate them of a full scope of damages.

Using information gathered from the initial walk through, the 1-800-BOARDUP team leaders will educate the property owner of immediate steps to be taken to stop ongoing loss as required under their insurance carrier's policy and educate the property owner how to file their claim





Since our inception, 1-800-BOARDUP has been providing service for clients with national and international assets and risk exposure. Many strong systems are in place to ensure that regular reporting and communication takes place and that unique client procedures are followed.

Every client has different communication requirements and your 1-800-BOARDUP Account Manager will design a communication plan tailored to your needs.

1-800-BOARDUP of NW Arkansas, a BELFOR Company
6361 S Oldridge Pl, Ste 101, Rogers, AR 72758
Phone: 918-613-9490

Jeremy Metcalf – Director of Emergency Services, Your 1-800-BOARDUP Account Manager

Phone: 479-366-3813

Email: jeremy.metcalf@1-800boardup.com

Mark Moesta – General Manager

Phone: 918-924-8280

Email: mark.moesta@us.belfor.com

Account Management

The 1-800-BOARDUP of NW Arkansas Account Manager assigned to your account is Jeremy Metcalf. He will be your main point of contact and responsible for meeting your client expectations.

As the leading global restoration company, 1-800-BOARDUP and BELFOR's resources are immense and diverse. Your Account Manager will effectively resource projects internally to ensure the right team and resources are engaged.

Our goal is to become an intrinsic member of Fayetteville Emergency Response Team.

- Your Account Manager and main point of contact will have the ability, resources and authority to trigger any needed response after a property damage incident and is the primary individual accountable for any projects performed, from initial emergency response and reporting through final billing.
- The General Manager of the local office performing the project oversees all projects performed out of that office and is responsible for production team performance.
- The Project Manager oversee all personnel and subcontractors on-site. He/She will ensure that the scope of work is followed and that standards for procedures and practices are met, as well as helping to enforce site safety and security.
- The Restoration Supervisor supervises on-site crews and helps perform the work on each project. He/she is typically the lead person on-site to work with the client's on-site contact to begin emergency mitigation procedures and is tasked with ensuring the project is properly documented from the beginning. They will possess a working knowledge of IICRC industry best practices. Processes overseen include water extraction, moisture mapping, contents manipulation, debris removal, anti-microbial application and setting up of any containments. They are authorized to call in additional manpower and equipment as needed.
- The Mitigation Manager steps into ensure that critical damage mitigation services can be provided immediately without delay. They will ensure the proper team is available to perform temporary repairs of the affected structure(s) or protect in place; pack-out/inventory services and stabilization of the ambient humidity in the environment.
- The Safety Officer will visit the project daily to ensure all OSHA and other safety regulations are adhered to on-site.

Project Team: See 1-800-BOARDUP and BELFOR's Project Team and Project Team Resumes attached as *Appendix II*.

**Please note that Staff Resume Information is **CONFIDENTIAL*

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES



Relevant Project Experience

Since our inception in 1946, BELFOR has been the restoration service provider of choice for schools and governmental institutions of all sizes. With our capabilities of providing response and service for small as well as large projects through our network of local offices, we become an invaluable partner to our institutional clients for day-to-day operational issues as well as catastrophic circumstances. Even though we routinely perform multi-million dollar projects around the country, the vast majority of local BELFOR projects are under \$10,000.

Municipalities, schools and colleges around the country rely on BELFOR's full range of restoration service offerings to ensure their Continuity of Operations (COOP). We pre-plan closely with our City and County government and educational clients so that we will work as a team and the proper priorities are addressed immediately after impact.

As a technical services leader in the industry, vital records of all types can be restored. In addition to our network of Vital Record Restoration Laboratories around the country, BELFOR also has a fleet of seven (7) mobile freeze-drying chambers that can be dispatched for on-site records recovery.

REFERENCES

Client Reference #1:

Agency Name: State of Alabama –Department of Human Resources (DHR)

Address: 3030 Mobile Hwy Montgomery, AL 36108

Length of Relationship: Ongoing, 2020 – present

Work has been performed in 50 locations for the Department of Human Resources all across the state of Alabama. Many of these locations have been serviced more than once.

BELFOR has responded to calls for Covid-19 clearing work since the beginning of the pandemic. Early on, we worked with an industrial hygienist to develop a scope, monitor the cleaning and test cleaning results. As the virus became better understood we pared down our scope of work and became as cost effective as possible.

The Alabama DHR has county offices across the state, which serve to support the community, distribute aid and connect people to services that could not be shut down during the pandemic. We have been able to respond to losses same-day in most cases and by next day if the call came in late in the day.

Contact Name: Randal Beasley

Phone Number: (334-409-6810)

Email Address: randal.beasley@dhr.alabama.gov



Client Reference #2:

Agency Name: Fulton County Georgia

Address: Multiple Locations throughout Fulton County

Length of Relationship: Ongoing, 2020 – preset

BELFOR has performed approximately 35 Covid-19 cleanings and sanitations over a 7 month period at various libraries, senior centers, courthouses, and voting locations throughout Fulton County. The total area cleaned over this 7 month period is just shy of 1,000,000 sq. ft. Some of these cleanings were scheduled in advance. Most, however, were performed on an emergency service basis.

Our team responded to these cleanings regularly after hours and on the weekends. BELFOR personnel wore full PPE and sprayed a disinfectant spray in all areas of the space. We would then hand wipe all high touch areas including doorknobs, handrails, desks, keyboard, bathrooms, chairs, etc.

Contact Name: Alfred Jones

Phone Number: (678-534-9910)

Email Address: alfred.jones@fultoncountyga.gov

Client Reference #3:

Agency Name: Morehouse College

Address: 830 Westview Drive, SW, Atlanta, GA 30314

Length of Relationship: Ongoing

Morehouse College is a private, historically black men's liberal arts college in Atlanta, GA. The college has a variety of residential dorms and academic buildings. Because of the age of the buildings and the lack of proper heating and air, the most common issue they face is controlling mold growth. BELFOR has been key in taking care of mold remediation needs in several dorms, suites, and halls. We have worked with Morehouse over the years, but since Aramark took over all their facilities, we have been their #1 preferred vendor.

Previous notable work with Morehouse College includes: emergency loss in which lightning struck the roof of their state of the art Ray Charles Performing Arts Center. BELFOR was called out in the middle of the night to stabilize the damage. Overnight, we began water extraction and arranging for desiccants, generators, and more crew members. Throughout the project, we worked closely with the insurance company, consultants, Industrial Hygienist, and the Morehouse team to bring this loss to a close.

Most recently BELFOR has responded to multiple water losses to approximately 9 of their buildings due to a regional polar vortex during Christmas of 2022 and New Year's 2023. BELFOR provided emergency services and repairs to these buildings and is currently working with Morehouse and their insurance adjuster to make them whole again.

Contact Name: Enrico Hunter

Phone Number: (757-343-0535)

Email Address: hunter-enrico@aramark.com

Client Reference #4:

Agency Name: Cityof Lilburn

Address: 340 Main Street, Lilburn, GA 30047

Length of Relationship: Ongoing, 2022-Present

In the last few months BELFOR Atlanta has responded to multiple emergency sewage losses for the City of Lilburn. Where one building for the City of Lilburn was affected by sewage back up in the basement area. BELFOR was able to respond immediately, stepping into mitigate and prevent any further damage caused by the City's emergency loss. BELFOR performed clean up services as well as mitigation services to ensure the building was returned to its fully operational state swiftly.

Contact Name: Derrell Denton

Phone Number: (770-364-8667)

Email Address: *ddenton@cityofilburn.com*

Appendix I – City of Fayetteville Request for Proposal





CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Procurement Division – Room 306

~~1B Mountain View RFP 25-18~~
~~5826~~

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 25-18, Fire Scene Remediation

DEADLINE: Thursday, November 6, 2025 before 2:00 PM, local time

PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 10/12/2025

REQUEST FOR PROPOSAL RFP 25-18, Fire Scene Remediation

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Procurement Division at the below location.

*City of Fayetteville Procurement Division –
Room 306 113 West Mountain Street Fayetteville, AR 72701*

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

City of Fayetteville
RFP 25-18, Fire Scene Remediation
Advertisement

City of Fayetteville, AR
Request for Proposal
RFP 25-18, Fire Scene Remediation

The City of Fayetteville, Arkansas, is requesting proposals for a remediation provider, that is properly licensed and insured to provide fire scene remediation services, as needed, through the City of Fayetteville Fire Department. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Procurement Director at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by Thursday, November 6, 2025 before 2:00 PM, Local Time utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Procurement Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Proposers shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

City of Fayetteville
By: Amanda Beilfuss, Procurement Director
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316 Date
of advertisement: 10/12/2025

This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: \$171.13

City of Fayetteville
RFP 25-18, Fire Scene Remediation
SECTION A: General Terms & Conditions

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five-page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - i. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 1/2" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 1. Option 1 – Electronic Submittal (*strongly encouraged*): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 2. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to

City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Procurement Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Procurement Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Procurement Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Amanda Beilfuss, Procurement Director, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Procurement Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Procurement Division BEFORE the deadline stated.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.

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

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

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Procurement Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Workers' Compensation, and General Automotive, if applicable. SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED. Insurance shall remain valid, when applicable, throughout project/contract completion.

19. PAYMENTS AND INVOICING:

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

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Procurement Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

- f. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

City of Fayetteville
RFP 25-18, Fire Scene Remediation
SECTION B: Scope of Services and General Information

1. PURPOSE:

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", is requesting proposals for a remediation provider, hereinafter referred to as "the Proposer", that is properly licensed and insured to provide remediation services through the City of Fayetteville Fire Department. The Proposer will be responsible for providing fire scene remediation as needed.

2. SCOPE OF WORK:

At a minimum, the following services must be offered:

- a. Securing the scene by covering all openings including doors, window, and other opening created or damage during the event. The covering shall be of sufficient strength to detour unauthorized entry into the structure. There shall be a secured access point to access the structure.
- b. In the event of damage to the roof, the Proposer shall provide adequate covering to prevent further damage by inclement weather.
- c. Should the structure be damaged structurally, the Proposer must be capable of providing temporary shoring and stabilization.
- d. The Proposer shall be capable of providing temporary fencing.
- e. Insurance – The Proposer shall defend, indemnify and hold the City, its officers, agents, and employees, harmless from and against all claims, losses and liabilities to any person, including but not limited to claims for personal injury, wrongful deaths, and damage to property, which occur or are alleged to have occurred as a result of services performed by the vendor pursuant to a fire initiated emergency remediation and shall carry sufficient liability insurance for any such claims.
- f. Inspections and Audits – The City may perform inspections and audits of the operations, records, equipment, premises used, procedures and such other matters relating to the accomplishment of the purposes and objects of this agreement and for the safety, well-being and accommodation of the public. The Proposer shall make all its premises, equipment, records, facilities, and personnel available upon request for such inspections. The Proposer shall promptly correct any deficiencies noted by the City.

At a minimum the Proposer shall provide items "a" and "b" free of charge to the structure owner. Assuming the structure owner has insurance coverage for such services, the Proposer may invoice the insurance provider for the services provided. In the event more services are agreed upon between the structure owner and the Proposer, the cost of these services will be borne by the structure owner and/or the structure owner's insurance provider. The City is not liable for any services provided by the Proposer.

3. INTENT AND CONTRACT TERMS:

- a. It is the intent of the City to select one Proposer as a remediation provider for emergency calls.
- b. The City intends to issue a contract for one (1) year with four (4) automatic one-year renewals, upon mutual agreement of all parties, for a possible five (5) year contract term.

- c. The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination.

4. DUTIES OF REMEDIATION PROVIDER:

- a. Provide all necessary personnel and equipment to meet its duties under the contract;
- b. Secure all necessary licenses, permits, and insurance;
- c. Provide necessary supplies to provide the remediation services;
- d. Provide prompt, competent, courteous, safe and cost-efficient remediation services for all City initiated emergency remediation calls.

5. GENERAL REQUIREMENTS:

- a. Availability – The Proposer must provide twenty-four (24) hours, seven (7) days a week (holidays included) prompt and continuous remediation services. The Proposer must be capable of responding to an emergency scene within one (1) hour of receiving a call by the City.
- b. Published Telephone Number – The Proposer must have a telephone number under the name of the business which is published in a local directory. All phone calls shall be answered by an employee twenty-four (24) hours per day, seven (7) days per week (holidays included). Provide all necessary personnel and equipment to meet its duties under the contract;
- c. Dedicated Telephone Line – The Proposer shall have at least one telephone line solely dedicated to receiving calls from the City or the 911 Communications Center. No answering services shall be permitted.
- d. First Priority – The Proposer shall agree to make all requests for City remediation the first priority over private generated by the individual business.
- e. Statement of Charges – The Proposer shall furnish, to the structure owner at the emergency scene, a Schedule of Remediation Fees agreed to by the City and the Proposer. Upon request or payment by the structure owner or insurance provider, the Proposer shall furnish an itemized statement of services performed, labor, supplies, and special equipment used in completing the remediation and of the charges made therefore in conformance to the agreed upon Schedule of Remediation Fees.
- f. Complete and Adequate Records – The Proposer must maintain complete and accurate records of all remediation service request of the City. Such record shall include the date, time, and location of the structure, and the total amount paid for the remediation fees and officer's name that initiated the remediation services. Such records shall always be available to the City and shall be maintained at least three (3) years.
- g. The City is Not Responsible for Remediation Fees – The City shall not be liable for charges and fees. The sole recourse for the Proposer shall be its normal legal rights against the owner of the structure.

6. PROPOSAL REQUIREMENTS:

The following shall be included with proposal:

- a. Business Ownership – The Proposer shall disclose the identity of all persons and/or corporations having financial interest in the business.

- b. Business History - Each Proposer should give a complete history of his or her remediation business including when it began operating, the number of years of continuous operation and whether there are any existing judgments against the Remediation Company or any of its officers or owners.
- c. Criminal History - Each Proposer shall sign a waiver (Appendix A) to authorize the release of Proposer's criminal histories to the City. This shall include all persons owning any interest in the business and all employees of the business.
- d. Itemized List of Remediation Fees – Each Proposer shall provide an itemized list of typical remediation fees to be paid by structure owner for remediation.

7. PROPOSAL CONTENT:

Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, tab dividers, and forms required by the City for completion.

8. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

9. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Procurement Division.

- 1) 20% Qualifications in Relation to Specific Project to be Performed: Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors and/or subconsultants, if used, shall be listed with information on their organization.
- 2) 25% Experience, Competence, and Capacity for Performance: Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. This will include but not be limited to ~~total~~ of representative projects and financial capacity to complete and deliver the project.

- 3) 25% Proposed Method of Doing Work: A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 20% Past Performance: Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% Cost/Fees: Proposer shall provide a total listing of any fee the structure owners could be charged. All fees shall be clearly identified with RFP response and be itemized as much as possible. No fee shall be charged to the City of Fayetteville

CONTINUES ON NEXT PAGE

- a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.
 - i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

 X 1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

City of Fayetteville, AR
RFP 25-18, Fire Scene Remediation
Page 15 of 17

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: BELFOR USA Group, Inc. dba 1-800-BOARDUP of NW Arkansas

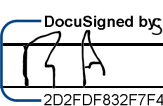
Primary Contact: Jeremy Metcalf Title of Primary Contact: Director of Emergency Services

Phone#1 (cell preferred): (479) 212-6631 Phone#2: (479) 366-3813

E-Mail Address: jeremy.metcalf@1-800Boardup.com

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	 SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
RFP 25-18, Addendum 1-10.28.25	 2D2FDF832F7F4F6... Rusty Amarante	Nov 4, 2025

4. DEBARMENT CERTIFICATION

- As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: BELFOR USA Group, Inc. dba 1-800-BOARDUP of NW Arkansas

PHYSICAL ADDRESS: 6361 S Oldridge Pl, Ste 101, Rogers, AR 72758

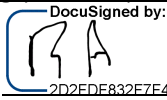
MAILING ADDRESS: 6361 S Oldridge Pl, Ste 101, Rogers, AR 72758

TAX ID #: 84-1309171 AR. SECRETARY OF STATE FILING #: 100195487

PHONE: (918) 613-9490 FAX:

E-MAIL: rusty.amarante@us.belfor.com

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

SIGNATURE:  2D2FDE832E7E4F6

PRINTED NAME: Rusty Amarante

TITLE: President DATE: Nov 4, 2025

END OF RFP DOCUMENT

Appendix II – Project Team Resumes / Rate and Materials Schedule



JEREMY METCALF

Pea Ridge, Arkansas 72751 | 479-366-3813 | jmetc002@yahoo.com

Professional Summary

I possess 24 years of comprehensive experience in emergency management, EMS and various fire suppression operations. I retired from the Bentonville Fire Department on January 1st 2025 and started my new career with 1-800-BoardUP. Throughout my tenure at BFD, I have filled all operation roles from new firefighter to Deputy Chief of Operations. The experience I have gained from my career in the fire service has taught me valuable life skills that will carry with me in everything I do. The ability to work within a team, manage a budget, and lead individuals not only in career movement, but in life. Working for 1-800-BoardUp is a great fit, it still allows me to connect with the fire service and continue to help people and serve the communities our office covers.

Skills

• Community Relations • Workload Prioritization • Hazardous Materials • Medical Emergency Response	• Firefighting Operations • Resource Allocation • Staff Scheduling • Critical Thinking
--	--

Work History

Director of Emergency Services 1-800-BoardUp	December 2024-Present
1-800-BoardUP	
• Build and maintain relationships with area Fire Departments. • Respond to emergency scenes and assist victims post incident. • Event/fundraiser coordination with area Fire Departments.	
Deputy Chief of Operations	June 2023-December 2024
Bentonville Fire Department	
• Assisted the Fire Chief in maintaining and working within our annual budget. • In charge of ordering and purchasing of fire apparatus and equipment. • Worked with various department within the city to accomplish city goals and direction. • Oversaw the battalion chiefs and worked towards consistency within the fire department.	

Battalion Chief

Jan 2014 – May 2023

Bentonville Fire Department

Bentonville Arkansas

- Reviewed fire reports and payroll entries of station officers to verify accuracy and completeness.
- Developed scheduling and coordination of shift staffing levels, changes and activities.
- Determined how to deploy personnel during periods requiring special fire department response and assigned activities.
- Oversaw proper implementation of best practices, policies, and procedures in alignment with regulations and operational needs.
- Optimized fire services management with introduction of new systems, policies, procedures, and tools.

Assistant Fire Chief

Nov 1998 - Dec 2021

Avoca Fire Department

Avoca Arkansas

- Implemented policies/procedures
- Wrote/applied for grants
- Worked with the fire chief on annual budget
- Worked with fire chief on ACT 833 funding

Education

Associate of Science: Fire Science (In progress)

2023

NWACC

Bentonville Arkansas

Still have to complete College Algebra in order to finish degree

High School Diploma

May 1999

Rogers High School

Rogers, AR

Accomplishments

- I have been an Adjunct Instructor for the State Fire Academy since 2008.
- Apparatus Committee Member since 2009 (needs assessment, future forecasting and purchasing various apparatus for the fire department)
- I am currently working with the police department on designing and implementing a new public service radio system for the City of Bentonville.

Certifications

- EMT 1999
- Paramedic 2008
- Arkansas Fire Academy Chief Fire Officer Program 2017

Chace Silvey

608 Cherokee Dr, Gentry AR 72734 Cell: 913-292-4578 Email:Chace.Silvey@gmail.com

Professional Summary

Team Leader with 10 plus years leading people in various fields. Passionate leader who develops highly motivated teams through mentoring and superior communication. Restoration professional that excels in fast-paced environments. Extensive experience in customer service, mitigation and reconstruction.

Skills

- Customer focused
- Detail and goal oriented
- Strategic thinker
- Focus on safety
- Independent worker
- Dependable, reliable and punctual
- Self-motivated
- Extensive customer service
- Inventory Management
- Adapt to diverse groups
- Problem –solving skills
- Product inventory counts
- Vendor relations
- Personnel development
- Goal and detail oriented
- Strategic thinker
- Customer focused
- IICRC certified
- OSHA certified
- GSA certified

Work History

Belfor Property Restoration

Rogers, AR

Estimator/Project Manager

January 25 to Present

- Meet with new and potential clients for restoration and general contractor needs
- Estimate and manage all aspects of a job from start to finish
- Responsible for hiring, and training new staff
- Responsible for all safety related incidents/accidents at local office
- Respond to emergency calls 24/7/365
- Work directly with insurance adjusters on related claims

Belfor Property Restoration

Kansas City, KS

Operations Manager

September 16 to December 24

- Oversee all production of local office averaging 15 million dollars in jobs each year
- Oversee 10 production mangers/water technicians running anywhere from 40-90 jobs at any given time

Chace Silvey

608 Cherokee Dr, Gentry AR 72734 Cell: 913-292-4578 Email:Chace.Silvey@gmail.com

- Manage local fleet of 18 vehicles and all warehouse inventory
- Responsible for hiring, training, and maintaining all production staff
- Visit jobsites to ensure all safety requirements are being met, jobs are running efficiently, on schedule and on budget
- Responsible for organizing crews to respond to all emergency calls 24/7/365 and assisting on emergency calls when needed
- Responsible for all safety related incidents/accidents at local office
- Research new ways to improve production in all areas

Thermal Tech, Inc.

Union, MO

Journeyman

July 14 to September 16

- Insulate duct work – commercial
- Insulate domestic hot/cold water lines, chilled and heated water and steam lines, condensate, refrigerant, storm drains, pumps and tanks
- Supervision of crew on job sites
- Order materials , communicate with other leaders on job site to stay on timeline
- Work/manage several work sites simultaneously
- Ensure job safety of crew and site
- Load and unload freight trucks
- OSHA 10 certified

Double Diamond Construction

Polo, MO

Apprentice

October 13 to July 14

- Install drywall, ceilings, trim work and fabricated replacement trim and molding
- Built and hung custom doors and frames
- Construction of residential decks, carports, garages and sunrooms
- Installation of interior finish items such as: wall protection, doors and hardware, toilet accessories, cubicle curtain tracks and TV brackets
- Ability to build and repair roofs, cut and install insulation in residential and commercial buildings and remodel bathrooms and kitchens
- Ability to operate all types of electric and cordless tools, such as: hammer drill, cutting torches, pneumatic nailing systems and trim nailer fasteners and framing connectors
- Installation of concrete anchors, powder –actuated

MARK MOESTA

CONSTRUCTION AND RESTORATION

CONTACT

Coweta, OK 74429

918-630-2199

MarkTMoesta@gmail.com

EDUCATION & CERTIFICATIONS

**Master of Science
Organizational
Management for Business**
Currently Pursuing
John Brown University

**Bachelor of Science
Journalism**
John Brown University

- IICRC License # 199816
- OSHA 10 Certified

SKILLS

- Team Leadership and Collaboration
- Analytical Skills
- Problem Solving
- Exceptional Written and Verbal Communication
- Project Management and Organization
- Client Relationship Management
- Budget Management
- Adaptability and Initiative
- Mentoring and Training

PROFESSIONAL EXPERIENCE

General Manager

April 2014 - Present

BELFOR Property Restoration

- Spearheaded the growth and operational oversight of the Tulsa and Northwest Arkansas offices
- Managed two internal franchises: 1-800-BOARDUP for Tulsa and NW Arkansas
- Successfully grew the Tulsa office annual revenue from \$2 million (2014) to \$38 million (2024)
- Expanded the Tulsa office team from 3 to 15 members
- Secured and managed key national accounts, including U-Haul, Cherokee Nation, and Continental Properties
- Oversaw mitigation, remediation, and restoration work for both local and national clients
- Mentored estimators and newly appointed General Managers for other BELFOR offices

Estimator

December 2011 - April 2014

Oklahoma Disaster Restoration

- Generated new client leads and cultivated strong business relationships
- Prepared detailed estimates for water mitigation, mold remediation, restoration, repairs, and remodel projects
- Identified, interviewed, and on-boarded qualified trades to partner on project execution

Owner

January 2008 - December 2011

ML Construction

- Generated sales and managed the full lifecycle of restoration and remodel projects
- Primarily supported local restoration companies and insurance-related construction work

Superintendent

December 2005 - January 2008

Schwes Homes

- Managed all on-site construction activities for new residential home builds
- Served as the primary point of contact for client change orders and specific building requirements
- Ensured projects were completed on schedule and in compliance with local building codes
- Effectively scheduled and coordinated subcontractors and inspections
- Demonstrated strong problem-solving skills and independent decision-making in directing on-site work



RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)
Effective Date: **January 2024**

§ I.

RATES AND INVOICE CONDITIONS		
CODE	ITEMIZED SCHEDULED LABOR CLASSIFICATIONS	REGULAR RATE / HR
PROJECT MANAGEMENT:^{1,3}		
APM	Assistant Project Manager	\$ 80.00
PM	Project Manager	\$ 119.00
PE	Project Estimator	\$ 129.00
SPM	Senior Project Manager	\$ 146.00
PC	Project Coordinator	\$ 178.00
GENERAL CLASSIFICATIONS:^{1,2,3}		
GL	General Labor	\$ 50.50
AA	Administrative Assistant	\$ 53.00
LF	Labor Foreman	\$ 61.00
MS	Mobilization Support	\$ 53.00
TD	Truck Driver	\$ 57.00
DMT	Demolition Technician	\$ 57.00
RCO	Resource Coordinator (Supply Technician)	\$ 59.00
PA	Project Auditor (Documentation Clerk)	\$ 65.00
EO	Equipment Operator	\$ 68.00
HSO	Health & Safety Officer	\$ 101.00
RESTORATION SERVICES (General):^{1,2,3}		
RT	Restoration Technician	\$ 68.50
RS	Restoration Supervisor	\$ 75.50
DT	Dehumidification Technician	\$ 77.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$ 77.00
RECONSTRUCTION SERVICES:^{1,2,3}		
PT	Painter	\$ 85.50
DP	Drywall Installer/Finisher	\$ 92.50
CR	Carpenter (Framer/Finish)	\$ 98.50
TF	Trade Foreman (Commercial Supervision)	\$ 103.25

¹ In New York City, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.

² In the states of CA and WA a multiplier of 1.25 will be applied to the regular hourly rate.

³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ I.II

LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.



RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)
Effective Date: January 2024

§ I.	RATES AND INVOICE CONDITIONS
§ I.III	LABOR CONSIDERATIONS 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions. 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged. 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications. 5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%. Labor hours will be charged at the applicable Rate Classification
§ II.	SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment) 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day. 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV. 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list. 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.
§ III.	SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables) 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus 25% mark-up 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule. 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions. 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.
§ IV.	VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT 1). 25% mark-up will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.
§ V.	REIMBURSABLES 1). 25% mark-up will be added to the total of all reimbursables. 2). Standard per diem rates are \$59 per person per day (2023 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean (\$79.65). The 1.25 multiplier will be applied for CA, OR and WA (\$73.75). Per Diem will be charged for all traveling personnel in § I. Itemized Scheduled Labor Classification. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly. 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer. 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 5). 5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (https://www.gsa.gov/travel/plan-book/per-diem-rates/) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses. 6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.
§ VI.	CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number) 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...
§ VII.	BILLING AND PAYMENT 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract. 2). All charges for billing portals and for credit card payments will be passed on the client at documented cost.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.



RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)
 Effective Date: **January 2024**

§ II.1

ITEMIZED SCHEDULED EQUIPMENT ³				
EQUIPMENT DESCRIPTION			UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES				
Air compressor, gas/electric	Ea / Day	\$		45.00
Air compressor, tow behind	Ea / Day	\$		333.00
Air movers/carpet blowers	Ea / Day	\$		36.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$		36.00
Injectidry Unit	Ea / Day	\$		158.00
Manometer	Ea / Day	\$		100.00
BLAST/POWER WASH UNITS				
Blasting Unit, Aqri/Soda	Ea / Day	\$		784.00
Dry Ice Blaster w/Accessories	Ea / Day	\$		1,178.00
Soda Blaster	Ea / Day	\$		1,169.00
Washer, High Pressure (cold)	Ea / Day	\$		196.00
Washer, High Pressure (hot)	Ea / Day	\$		246.00
CLEANING/VACUUMS/EXTRACTION				
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$		172.00
Vacuum, HEPA	Ea / Day	\$		110.00
Vacuum, Insulation Machine	Ea / Day	\$		109.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$		52.00
Zip Poles, Set of 6	Ea / Day	\$		33.00
LIGHTS				
Light, Balloon	Ea / Day	\$		143.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$		208.00
Light, Wobble (37 inches)	Ea / Day	\$		73.00
DRYING/TEMP/HUMIDITY CONTROL				
Moisture Meter	Ea / Day	\$		25.00
Camera, IR	Ea / Day	\$		28.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$		175.00
Heater, Electric -1500 watt	Ea / Day	\$		19.00
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$		67.00
Electrostatic Sprayer	Ea / Day	\$		165.00
EQUIPMENT DESCRIPTION			UNIT	RATE
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)				
BELFOR Command Center	Ea / Day	\$		605.00
Mobile Office	Ea / Day	\$		79.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$		188.00
Trailer, Freezer	Ea / Day	\$		182.00
Truck, Dump Service (Pickup Truck)	Ea / Day	\$		116.00
Truck, Dump-Trip Charge	Ea / Day	\$		182.00
Truck, Moving/Box/Board up	Ea / Day	\$		188.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$		151.00
Vehicle, Pickup, SUV or Car	Ea / Day	\$		84.00
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$		200.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$		156.00
DUMPSTERS & STORAGE				
Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$		666.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$		847.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$		1,029.00
MISC.				
Heat Gun, Shrink Wrap	Ea / Day	\$		91.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$		1,452.00
Saw, Demo	Ea / Day	\$		129.00
Saw, Kett	Ea / Day	\$		43.00
POWER				
Electrical Distribution (Spider Box)	Ea / Day	\$		91.00
Generator (portable)	Ea / Day	\$		151.00
SAFETY				
Personal Fall Protection (PFP)	PP / Day	\$		10.00
Personal Protection Equipment (PPE)	PP / Day	\$		6.00
Personal Respiratory Protection (PRP)	PP / Day	\$		10.00
Respirator, PAPR	Ea / Day	\$		100.00

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² In the states of CA, OR, WA a multiplier of 1.25 will be applied to the regular hourly rate.

³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.



RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: January 2024

§ III. ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION	UNIT	RATE	CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS			BOARD UP		
Bags, Environmental Trash Bags	Ea.	\$ 3.60	Fasteners, Misc / Lock & Hasp	Ea.	\$ 36.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 37.00	Fastener, Screws 1"-6"	Ea.	\$ 0.07
Bags, Trash (each)	3 mil \$ 1.00 6 mil	\$ 2.00	Fasteners - Paslode Nails	Per Strip	\$ 3.05
CLEANING-GENERAL			Lock Box	Ea.	\$ 55.00
Disinfectant-Bioesque	Gal	\$ 63.00	Lumber, 7/16x4x8 OSB	Ea.	\$ 57.50
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 41.00	Lumber, 1/2"CDS OSB	Ea.	\$ 86.75
BELFOR-All Purpose Cleaner	Gal	\$ 47.00	Lumber, 2x4x8	Ea.	\$ 14.00
BELFOR-All Purpose Spotter	Gal	\$ 28.00	Tarp (5-6MIL)	Sqft	\$ 0.55
BELFOR-CIF Citrox Lemon Scent	Ounce	\$ 1.20	SAFETY		
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 37.00	Boots, Chemical PVC	Per Pair	\$ 55.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 49.50	Dust Mask	Ea.	\$ 2.40
BELFOR-Glass Cleaner	Gal	\$ 19.50	Gloves, Cotton (includes liners)	Per Pair	\$ 6.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 50.00	Gloves, Latex (Surgical)	Box 100	\$ 50.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 37.00	Gloves, Leather	Per Pair	\$ 9.90
Adhesive, Remover	Can	\$ 18.00	Gloves, Nitrile	Per Pair	\$ 22.00
Alcohol, Isopropyl	Gal	\$ 96.00	Gloves, Nylon Inspection	Per Pair	\$ 0.60
Blocks, Odor Counteractant	Ea.	\$ 9.00	Protective Suits (Tyvek)	Ea.	\$ 33.00
Boot Covers, Latex	Per Pair	\$ 13.00	Respirator, N95	Ea.	\$ 13.00
Brush, Scrub	Ea.	\$ 14.00	Respirator, P100	Ea.	\$ 13.00
Brushes, Pipe	Ea.	\$ 37.00	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 44.00
Brushes, Wire	Small \$ 5.50 Large	\$ 9.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 10.00
Disinfectant, Antimicrobial	Gal	\$ 62.00	MISC		
Mop Heads	Ea.	\$ 17.00	Floor Dry (40#)	Baq	\$ 19.00
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.80	Soda, Soda Blaster Material	Baq	\$ 43.00
Sponge, Particulate Removal (3/4"x3"x6')	Ea.	\$ 2.40	Zipper (containment)	Ea.	\$ 14.00
Steel wool	Ea.	\$ 1.30	Salt/Ice Melt	Lb.	\$ 0.50
Thinner, Paint/Mineral Spirits	Gal	\$ 28.00	Anti-Freeze	Gal.	\$ 8.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 6.60	TAPE/ADHESIVE		
Wipes, Wipe All	Pak	\$ 15.00	Adhesive, Spray	Can	\$ 9.00
SHEETING/PLASTIC/FLOOR PROTECTION			Tape, 2-way (2" x 60')	Roll	\$ 36.00
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 53.00	Tape, Barricade-Banner Guard (Caution, Danger, etc...)	Roll	\$ 34.00
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 66.00	Tape, Duct (2"x 60')	Roll	\$ 9.00
Plastic Sheeting, 6 mil (20x100)	Roll	\$ 225.00	Tape, Global	Roll	\$ 30.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 1	Roll	\$ 386.00	Tape, Painters-blue/red	Roll	\$ 10.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 479.00	SHRINK WRAP		
Plastic Sheeting, Carpet Protector	Roll	\$ 99.00	Strapping, Woven HD	LF	\$ 0.15
Ram Board, (38" X 100")	Roll	\$ 185.00	Tape, Heat Shrink 2"	Roll	\$ 20.00
Red Rosin Paper (200 ft. roll)	Roll	\$ 30.00	Tape, Heat Shrink 4"	Roll	\$ 40.00
Scrim-Fire Rated (60'x100')	Roll	\$ 2,988.00	Tape, Heat Shrink 6"	Roll	\$ 59.00
Sticky Mat (26"x32")	Ea.	\$ 108.00	Wrap, Shrink, 7 mil (45' x 145")	Roll	\$ 987.00
			Wrap, Shrink, 12 mil (32' x 180")	Roll	\$ 1,834.00

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/24/2024

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 Aon Risk Services Central, Inc. MSC# 17385 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Belfor USA Group, Inc. dba Belfor Property Restoration 12626 E 60th Street Suite 111 Tulsa OK 74146 USA	INSURER A: ACE American Insurance Company		22667
	INSURER B: ACE Property & Casualty Insurance Co.		20699
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570106685379**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			HDOG47316194001	07/01/2024	07/01/2025	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ISA H10719409	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			XEUG7153974A006	07/01/2024	07/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC50696972 AOS SCFC50698439 WI	07/01/2024 07/01/2024	07/01/2025 07/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy is endorsed with a blanket Additional Insured Endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Belfor USA Group, Inc. 12626 E. 60th St., Suite 111 Tulsa OK 74146 USA	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 <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier : AB

Certificate No : 570106685379

POLICY NUMBER: HDO G47316194 001

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Brad Hardin, Fire Chief

FROM: Granville Wynn, Fire Operations Manager

SUBJECT: **Staff requests City Council approval and the Mayor's signature on a Services Agreement with Washington Regional Medical System to provide medical exam and testing services for the Fayetteville Fire Department in the amount of \$585 per person for one year with a maximum two percent annual increase allowed with automatic renewals for up to four additional years.**

RECOMMENDATION:

Staff requests City Council approval and the Mayor's signature on a Services Agreement with Washington Regional Medical System to provide medical exam and testing services for the Fayetteville Fire Department in the amount of \$585 per person for one year with a maximum two percent annual increase allowed with automatic renewals for up to four additional years.

BACKGROUND:

The Fayetteville Fire Department Wellness Program policy requires that an annual medical evaluation be conducted using the standard developed by the National Fire Protection Association (NFPA). The 2022 edition of NFPA 1582-Standard on Comprehensive Occupational Medical Program for Fire Departments, Chapters 7 and 9, detail the required components of the annual comprehensive medical evaluation for fire department emergency responders. The standard developed by NFPA is designed to detect physical or medical condition(s) that could adversely affect a firefighter's ability to safely perform the essential job tasks.

DISCUSSION:

The Fayetteville Fire Department Wellness Fitness Committee developed the desired performance objectives for the physician that will administer the annual medical evaluations. These performance objectives were based on the components of the medical evaluations detailed in NFPA 1582, 2022 Edition, as well as the operational needs of the fire department. Per A.C.A. § 19-61-103, medical fees and physician fees are defined as an exempt commodity/service under Arkansas Procurement Law.

BUDGET/STAFF IMPACT:

Funds are budgeted in the approved Budget and Work Program each year for this expense. The total cost will be \$585 per person with a maximum two percent annual increase allowed and any itemized tests as required per the Pricing Overview in Appendix A.

ATTACHMENTS: 3. Staff Review Form, 4. WRMS Contract, 5. Appendix A - WRMS Physical Proposal, 6. WRMS - Blanket Additional Insured - GL



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2744

A RESOLUTION TO APPROVE A SERVICES AGREEMENT WITH WASHINGTON REGIONAL MEDICAL SYSTEM IN THE AMOUNT OF \$585.00 PER PERSON FOR ONE YEAR WITH A MAXIMUM TWO PERCENT ANNUAL INCREASE AND AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL YEARS TO PROVIDE MEDICAL EXAM AND TESTING SERVICES FOR THE FAYETTEVILLE FIRE DEPARTMENT

WHEREAS, the Fayetteville Fire Department Wellness Program policy requires that an annual medical evaluation be conducted using the standard developed by the National Fire Protection Association (NFPA); and

WHEREAS, the standard developed by NFPA is designed to detect physical or medical conditions that could adversely affect a firefighter's ability to safely perform the essential job tasks; and

WHEREAS, the Fayetteville Fire Department Wellness Fitness Committee developed the desired performance objectives for the physician that will administer the annual medical evaluations based on the components of the medical evaluations detailed by the NFPA, as well as the operational needs of the fire department; and

WHEREAS, pursuant to Ark. Code Ann. § 19-61-103(14)(H), "fees, including medical fees and physician fees" are exempt from competitive bidding requirements.

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 Rawn to sign a Services Agreement with Washington Regional Medical System in the amount of \$585.00 per person for one year with a maximum two percent annual increase and automatic renewals for up to four additional years to provide medical exam and testing services for the Fayetteville Fire Department.

City of Fayetteville Staff Review Form

2025-2744

Item ID

1/6/2026

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

Brad Hardin

12/17/2025

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests City Council approval and the Mayor's signature on a Services Agreement with Washington Regional Medical System to provide medical exam and testing services for the Fayetteville Fire Department in the amount of \$585 per person for one year with a maximum two percent annual increase allowed with automatic renewals for up to four additional years.

Budget Impact:

1010.300.3020-5314.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 180,700.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 180,700.00

Does item have a direct cost? Yes

Item Cost

\$ 77,805.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 102,895.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Estimated costs based on \$585 per person (133 Uniformed Personnel); Total Cost could vary dependent on any required testing per the itemized listing of testing services in the appendix.



This contract executed this 11 day of November, 2025, between the City of Fayetteville, Arkansas (CITY), of 113 W. Mountain, Fayetteville, AR 72701 and Washington Regional Medical System (WRMS) with corporate office at 3215 N Northhills Blvd., Fayetteville, AR 72703, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the medical physicals for the City of Fayetteville Fire Department (the "Project"), as defined in the scope of work of RFP 25-04, Fire Department Physicals.
2. Contract Documents: The Contract documents which comprise the contract between the City and **WRMS** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: **WRMS's** proposal
 - b. Appendix B: **WRMS's** Certificate of Insurance
3. City's Responsibilities:
 - a. The City shall make available to **WRMS**, all relevant information or data it has pertinent to the Project which is required by **WRMS** to perform the Services. **WRMS** shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of **WRMS** or otherwise.
 - b. When requested by **WRMS**, the City may engage specialist consultants directly to perform items of work necessary to enable **WRMS** to carry out the Services. Whether arranged by the City or **WRMS**, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by **WRMS**.
 - c. The City shall give prompt consideration to all documentation related to the Project prepared by **WRMS** and whenever prompt action is necessary shall inform **WRMS** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.
 - d. The City's Fire Chief is the project representative with respect to the services to be performed under this Agreement. The Fire Chief shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used, under this Agreement.

4. WRMS Responsibilities:

- a. **WRMS** shall furnish the necessary qualified personnel to provide the Services. **WRMS** represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, **WRMS** will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure **WRMS's** performance. There are no other representations or warranties expressed or implied made by **WRMS**.

5. Non-Assignment: **WRMS** shall not assign its duties under the terms of this agreement without prior written consent of the City.

6. Indemnification and Hold Harmless:

- a. **WRMS** agrees to hold the City harmless, indemnify, and defend the City against any and all claims for property damage, personal injury or death, arising from **WRMS's** performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.
- b. As the City's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against **WRMS** and not against any of **WRMS's** employees, officers or directors. Neither the City nor **WRMS** shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance:

- a. **WRMS** shall furnish a certificate of insurance addressed to the City within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract. If applicable, **WRMS** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **WRMS** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
 - i. **WRMS** shall carry the following coverages, at minimum:
 1. Worker's Compensation Insurance – Statutory Amount
 2. Automotive Insurance covering all vehicles and trailers, if applicable
 3. General Liability - \$1,000,000 each occurrence, \$3,000,000 aggregate

- ii. Certificates of Insurance shall list the City as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City listed as an additional insured.

8. Price:

- a. **WRMS** shall perform the services included in this proposal, over the length of 5 years, using the fee breakdown for services and purchases as identified in Appendix A.
- i. Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis, subject to pre-approval.

9. Payments:

- a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.
- b. Unless disputed by the City, payments shall be made **30 calendar days after acceptance of invoice**. Electronic funds transfer is preferred.

10. Terms: This contract shall be effective for one (1) year from City Council approval and shall be automatically renewable for up to four (4) annual, automatic renewals for a possible contract term of five (5) years.

11. Ownership of Documents:

- a. All documents provided by the City are and remain the property of the City. **WRMS** may retain copies of documents.
- b. **WRMS** shall retain its rights in its standard document 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 **WRMS**.

12. Independent Contractor: **WRMS** is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **WRMS** is responsible for its agents, sub-consultants, methods, and operations.

13. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.

14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et.

Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

15. Termination: This Contract may be terminated by the City or **WRMS** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay **WRMS** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.
16. Changes in Scope or Price: Changes, modifications, or amendments in scope, to this contract shall not be allowed without a prior formal contract amendment approved by the City **in advance** of the change in scope. A maximum of two percent (2%) annual increase shall be allowed without a formal contract amendment. Increases shall be agreed upon by June 30th for the following year. No modification of this contract shall be binding unless made in writing and executed by both parties.
17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **WRMS's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
19. Professional Responsibility: **WRMS** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
20. Permits & Licenses: **WRMS** shall secure and maintain any and all permits and licenses required to complete this Contract.
21. Entire Agreement: These Contract documents constitute the entire agreement between the City and **WRMS** and may be modified only by a duly executed written instrument signed by the City and **WRMS**. In the event of a conflict between the terms of this Contract and the appendices, this Contract shall control.
22. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay **WRMS** for services actually rendered.
23. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

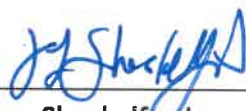
24. Debarment Certification: **WRMS** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **WRMS** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **WASHINGTON REGIONAL MEDICAL SYSTEM** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

WASHINGTON REGIONAL MEDICAL SYSTEM

By: _____
MOLLY RAWN, MAYOR

By:  _____
J. Larry Shackelford
President and CEO

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 11-11-25

Washington Regional Medical System

City of Fayetteville Fire Department

Firefighter Physical Proposal

Introduction

Washington Regional Medical System (WRMS) submits this proposal to the City of Fayetteville (City) to provide comprehensive physical examinations for the Fayetteville Fire Department (FFD). WRMS will designate a single point of contact to serve as the Fire Department Physician (FDP) for the FFD. In addition, WRMS will appoint a separate point of contact to manage all other aspects of the agreement, including contract administration, billing, and logistics.

Scope of Services

WRMS Fire Department Medical System Proposal

General Overview

WRMS is available to provide care to fire personnel outside the existing contract, should any member choose to designate the Fire Department Physician (FDP) or another WRMS physician as their Primary Care Provider (PCP).

The FDP will work closely with the Fire Department (FFD) to develop a thorough understanding of the unique health challenges faced by firefighters and will be fully familiar with the current NFPA 1582 standard and the essential job functions of firefighting personnel. The FFD is responsible for providing the current NFPA 1582 standard and reviewing it with the FDP.

The FDP will also ensure that all physicians or APRNs conducting firefighter physicals are properly trained to meet NFPA 1582 requirements.

WRMS can conduct at least three (3) physicals within a compressed timeframe, enabling an entire fire company to complete evaluations while on duty. WRMS also provides, or partners with providers for, physical therapy and behavioral health services. The assigned mental health professional has specific training and experience with emergency responders. Qualifications and responsibilities are outlined in the *Mental Health Professional* section below.

Medical Evaluation Scope

WRMS will conduct comprehensive medical evaluations including:

- **Medical, Exposure, and Behavioral Health Histories**
- **Vital Signs:** Temp, pulse, respiratory rate, BP (per JNC 7 guidelines)

- **HEENT:** Full inspection for trauma, abnormalities, vision and hearing (including audiometry), nasal/oral health, and cancer screening
 - **Neck:** Evaluation of lymph nodes, thyroid, salivary glands, and cervical spine ROM
 - **Cardiovascular:** Pulse, BP, auscultation, signs of CHF (JVP, edema)
 - **Pulmonary:** Respiratory assessment, auscultation, and further exams if clinically indicated
 - **Gastrointestinal:** Full abdominal exam; digital rectal exam if indicated
 - **Lymphatic:** Cervical, supraclavicular, axillary, and inguinal regions
 - **Neurological:** Mental status, cranial nerves, motor/sensory systems, reflexes, coordination
 - **Musculoskeletal:** ROM, asymmetries, joint-specific exams as indicated
 - **Skin:** General inspection and cancer screening
 - **Vision:** Near/far acuity, uncorrected/corrected, color vision (e.g., Ishihara)
-

Laboratory Testing

Blood Tests:

- CBC with differential
- Electrolytes (Na, K, Cl, CO₂)
- Renal: BUN, creatinine
- Glucose
- Liver: ALT, AST, bilirubin, alkaline phosphatase
- Lipids: Total cholesterol, HDL, LDL, triglycerides, ApoB

Urine Tests:

- Dipstick (glucose, ketones, leukocyte esterase, protein, blood, bilirubin)
 - Microscopic analysis if indicated
 - Occupational exposure screening if indicated
-

Functional Testing

- **Audiometry:** Annual thresholds at 500–8000 Hz; compared to baseline; OSHA age correction applied
- **Spirometry:** Annual FVC, FEV₁, FEV₁/FVC; adjusted using NHANES III norms
- **Chest X-Ray:** Baseline and as medically indicated
- **ECG:** Annual 12-lead ECG with comparison to baseline and prior results
- **Coronary Calcium Score:** Baseline, For all new hires over the age of 30 years old

Behavioral Health Screening

Conducted during the annual physical or a separately by licensed mental health professional. Screens include:

- PTSD
- Major depressive disorder
- Suicidality
- Substance use disorder

Findings will be discussed confidentially with the firefighter and appropriate referrals will be provided. Mental health care will be coordinated with the Fire Department Physician. Referrals will be to the Mental Health Professional fulfills the role listed below.

Mental Health Professional Qualifications:

- Master's degree in psychology, clinical social work, or equivalent
- Experience with emergency responders

Responsibilities:

- Coordinate care with Fire Department Physician
- Provide psychological wellness services and referrals
- Engage with Fire Department personnel through station visits
- Maintain strict confidentiality
- Support and guide Peer Support Team (PST)
- Assist with incident reviews, intervention planning, and follow-ups
- Develop strategies for stress management and suicide prevention

Note: This section is intended to clearly define the role of the Mental Health Provider. While WRMS will coordinate care with the designated Mental Health Provider, it holds no further responsibility for their services. The City of Fayetteville is solely responsible for establishing and maintaining a separate contractual agreement with the Mental Health Provider.

Optional Testing (*not included in "standard testing"*)

Covered by the City

- **Ultrasounds:** Screening may include heart (echo), carotid arteries, aortic aneurysm, thyroid, liver, spleen, pancreas, kidneys, bladder, gallbladder, pelvic (women), testicular (men)
 - Provider to recommend need and interval for scans.
- **Women:**
 - PAP smear: Every 3 years (21–65 years)
 - Mammogram: Biennially (40–50); Annually (50+)
- **Men:**
 - PSA: Annually (40+)
 - Prostate occult
- **Heavy Metals** (provided by the City for Hazmat team member based on exposure): Lead, Mercury, Arsenic, Cadmium, Chromium

Employee-Paid

- **Galleri™ Cancer Screening**
- **Testosterone**
- **Apolipoprotein a**
- **Coronary Calcium Score** (*when not recommended as part of the standard testing*)

Immunizations & Infectious Disease Screening

- **Tuberculosis:** Baseline and annual (PPD or IGRA)
- **Hepatitis C:** Baseline, post-exposure, or as requested
- **Hepatitis B:** Vaccine series and titer per CDC guidelines
- **Td/Tdap:** Tdap once; Td every 10 years or after 5 years for wounds
- **MMR:** Two doses if no immunity
- **Polio:** Single booster (if indicated)
- **Hepatitis A:** Offered to HAZMAT/USAR and high-risk personnel
- **Varicella:** Offered to non-immune personnel
- **HIV:** Baseline, post-exposure, or as requested

Reporting & Documentation

- **To Employee:** Written summary of health risks, findings, and recommendations to support long-term wellness
- **To Fire Department:** Certification of medical clearance or essential job task-specific restrictions (see NFPA 1582 for list of essential job tasks)

Data Collection (Confidential and Aggregated):

- Illness/injury data
- Tobacco/alcohol use
- Diagnoses, meds, surgeries
- Physical activity levels
- Vitals: BP, height, weight, pulmonary function
- Lab values
- Immunization records
- Audiometry

Pricing Overview

Note: Pricing may not increase more than three percent (3%) annually without formal contract amendment as described in section 16 of the contract.

Service	Price	
Annual Physical (includes all standard testing listed above)	\$585	
Additional Tests		
Coronary Calcium Score	\$55	
Stress Test (VO2 Max)	-	Not Performed at WRMS. Refer out to pulmonary
Mammogram	-	Not performed at WRMS can refer
Pap Smear	\$52	Would also have pathology cost from NWA pathology
Stool Occult	\$59	
Immunizations		
Tdap	\$37.63	
Hepatitis A	\$149.56	
Hepatitis B	\$148.56	
MMR	\$85.58	
Varicella	\$409.46	
Polio	\$46.80	
Blood Tests		
PSA	\$25	
Galleri	-	Send out Lab. Not offered by WRMS. Would assist with finding vendor
Apo A	\$15	Quest Labs
Heavy Metals:	\$Panel	Panel: \$158.10 performed by Quest
• Lead	\$Panel	
• Mercury	\$Panel	
• Arsenic	\$35.30	

STUDY	CPT	Price
US CAROTID DUPLEX BILAT	93880	\$ 79.48
US AORTA	76775	\$ 26.40
US THYROID	76536	\$ 46.62
US ABDOMEN COMPLETE (LIVER, SPLEEN, PANCREAS, GALLBLADDER)	76700	\$ 49.63
US KIDNEYS/BLADDER	76770	\$ 46.27
US PELVIS	76856+76830	\$ 95.35
US SCROTUM	93976	\$ 62.77

• Cadmium • Chromium	\$56.40	
Screening Tests		
Hep B Titer	\$13	
MMR Titer	\$105.46	
Varicella Titer	\$44.16	
Hep C Virus	\$48.96	
HIV	\$26.49	

Ultrasound

Named Insured and Address Washington Regional Medical System
3215 N. Northhills Blvd .
Fayetteville, AR 72703-4424

This endorsement forms a part of Policy No. 3-H000008 issued by the LAMMICO RRG, Inc. and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 10/1/24. Effective hour is the same as stated in the Declarations of the policy.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMON CONDITIONS

A. SECTION II—WHO IS AN INSURED of the Commercial General Liability Coverage Form is amended to include as an "Additional Insured" anyone whom you are required to add as an additional insured on this policy under a written contract or agreement or an oral contract or agreement where a certificate of insurance showing that person or organization as an additional insured has been issued; but the written or oral contract or agreement must be:

1. currently in effect or becoming effective during the term of this policy; or
2. executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury."

B. SECTION V – DEFINITIONS is amended to add the following new definition:

"Additional Insured" means:

1. A state or political subdivision subject to the following provisions:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____

Authorized Agent

- (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

- 2. Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such "additional insured".

- 3. A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
- 4. A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such "additional insured".

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____

Authorized Agent

5. An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".

6. A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

7. Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these "additional insureds", the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of such "additional insured".

Any insurance provided to an "additional insured" designated under paragraphs 1. through 7. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____

Authorized Agent

C. As respects the coverage period provided under this endorsement, **Healthcare Facility Policy Common Conditions, Condition 10. Other Insurance or Risk Transfer Arrangements** is deleted and replaced with the following:

10. Other Insurance or Risk Transfer Arrangements

This insurance is excess over:

Any other valid and collectible insurance available to the "additional insured" whether primary, excess, contingent or on any other basis unless a contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract or agreement, we will consider any other insurance maintained by the "Additional Insured" for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

All other terms and conditions remain unchanged.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____

Authorized Agent



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH:

FROM: Steven Dotson, Chief Financial Officer

SUBJECT: **Police Pension Fund Number Change and Authorization to Loan Cash to the Police Pension Fund from the General Fund When Necessary**

RECOMMENDATION:

That the assigned Police Pension Fund number be changed from 6800 to 2800 in the 2026 budget. This will identify the fund as a special revenue fund in the City of Fayetteville accounting structure.

That the Mayor or her designee (Chief Financial Officer) be authorized to loan cash from the General Fund to the Police Pension Fund to make payments to LOPFI for benefit payments until Police pension tax payments are received from the County to provide necessary reimbursements for the remainder of the fiscal year.

That loan repayments from the Police Pension Fund be made to the General Fund when practicable.

That the total loan liability amount due to the General Fund in the Police Pension Fund be reduced to its lowest amount based on available cash by the end of each fiscal year.

BACKGROUND:

The City Council, at the administration's recommendation, approved the consolidation of the Fayetteville local Police pension fund with LOPFI (Arkansas Local Police and Police retirement system) by the passage of Ordinance #6895 on July 15, 2025. At that time, the exact details had not yet been communicated to the City concerning payment amounts required by the City to LOPFI. Therefore, the budget for transfer payments to LOPFI and the related property taxes which fund those payments were budgeted in the Police Pension Fund #6800. This is classified as a Trust Fund in the City of Fayetteville budget and accounting system.

DISCUSSION:

The final details received from LOPFI require monthly reimbursements be made by the City to LOPFI for benefit payments to retirees. This creates a cash flow problem because the majority of Police property tax funding is normally received from the County in two large distributions in April and October. Therefore, it is requested that the Mayor or her designee (CFO) be authorized to loan necessary cash to the City's Police Pension Fund from the City General Fund in order to meet monthly payments to LOPFI for the reimbursement of monthly benefit payments.

The Mayor or her designee (CFO) would then be required to repay the cash loaned to the Police Pension Fund as soon as possible based on Police Pension property taxes received. By the end of the fiscal year, the Mayor or her designee would be required to reduce the loan liability amount to the General Fund to its lowest possible value with any cash available in the Police Pension Fund.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

The loans and repayment of the loans from the General Fund to the Police Pension Fund would not require an adjustment to the budget but instead would create a loan payable on the Police Pension Fund balance sheet and a receivable on the General Fund balance sheet until all cash loans are paid back.

ATTACHMENTS: 3. Staff Review Form



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2700

A RESOLUTION TO CHANGE THE ASSIGNED POLICE PENSION FUND NUMBER IN THE 2026 BUDGET, TO AUTHORIZE A CASH LOAN FROM THE GENERAL FUND TO THE POLICE PENSION FUND FOR MONTHLY BENEFIT PAYMENTS, AND TO AUTHORIZE THE MAYOR OR THE MAYOR'S DESIGNEE TO REIMBURSE THE GENERAL FUND WHEN POLICE PENSION TAXES ARE RECEIVED

WHEREAS, on July 15, 2025, the City Council passed Ordinance 6895 approving the consolidation of the Fayetteville local police pension fund with the Arkansas Local Police and Fire (LOPFI) retirement system; and

WHEREAS, at the time, the exact details concerning payments to LOPFI had not yet been communicated to the City so the budget for transfer payments to LOPFI and the related property taxes which fund those payments were budgeted in the Police Pension Fund #6800; and

WHEREAS, LOPFI has now communicated to the City that it requires monthly reimbursements from the City to LOPFI for benefit payments to retirees, which creates a cash flow issue because the majority of police property tax funding is normally received from Washington County in two large distributions in April and October; and

WHEREAS, Chief Financial Officer Steven Dotson recommends that the City Council authorize the Mayor or the Mayor's designee to loan necessary cash to the City's Police Pension Fund from the City General Fund in order to make the required payments to LOPFI for the reimbursement of monthly benefit payments; and

WHEREAS, if so authorized, the Mayor or the Mayor's designee will repay the cash loaned to the Police Pension Fund as soon as possible based on Police Pension property taxes received and reduce the loan liability amount to the General Fund to its lowest possible value with any cash available in the Police Pension Fund, by the end of each fiscal year.

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 changes the assigned Police Pension Fund number from 6800 to 2800 in the 2026 budget.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor or the Mayor's designee to loan cash from the General Fund to the Police Pension Fund to make monthly payments to LOPFI for benefit payments until police pension tax payments are received from the County to provide necessary reimbursements.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor or the Mayor's designee to repay the cash loaned to the Police Pension Fund as soon as possible based on Police Pension property taxes received each year and reduce the loan liability amount to the General Fund to its lowest possible value with any cash available in the Police Pension Fund by the end of each fiscal year.

City of Fayetteville Staff Review Form

2025-2700

Item ID

1/6/2026

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

Steve Dotson

12/11/2025

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

That the assigned Police Pension Fund number be changed from 6800 to 2800 in the 2026 budget. This will identify the fund as a special revenue fund in the City of Fayetteville accounting structure and that the Mayor or his designee (Chief Financial Officer) be authorized to loan cash from the General Fund to the Police Pension Fund to make monthly payments to LOPFI for benefit payments until Police pension tax payments are received from the County to provide necessary reimbursements for the remainder of the fiscal year.

Budget Impact:

2800 - Police Pension Fund

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 6895

Change Order Number:

Approval Date: 7/15/2025

Original Contract Number:

Comments:



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **POLICE VEHICLE EXPANSION AND REPLACEMENT PURCHASES FROM SUPERIOR FORD INC OF SILOAM SPRINGS**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (15) FORD PIU HYBRID POLICE VEHICLES FROM SUPERIOR FORD OF SILOAM SPRINGS IN THE AMOUNT OF \$656,910, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH THE ARKANSAS STATE CONTRACT PRICING AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

The Fayetteville Police Department currently operates an all-Chevy Tahoe PPV fleet for both Patrol and SRO units. Over the past five months, Fleet Operations and the Police Department have collaborated to plan the transition to 15 Ford Police Interceptor Utility (PIU) Hybrid vehicles. These will replace 2 FY26 budgeted units and 11 FY27 vehicles that have experienced excessive repair needs and must be replaced ahead of schedule.

The remaining 2 vehicles of the total 15 are FY26 expansion units already approved with the passage of the FY26 budget.

This transition directly advances the City's Transportation Climate Action Plan by integrating alternative-fuel, lower-emissions technologies. The Police fleet will exceed the 10% goal by reaching 23% deployment.

DISCUSSION:

Vehicle Purchase Savings

When compared to the Chevy Tahoe PPV, each Ford PIU Hybrid results in a purchase savings of \$10,916 per unit, totaling \$163,740 across 15 vehicles.

Upfitting Savings

All Police Patrol and SRO vehicles require additional upfitting. A review of the most recent Chevy Tahoe upfits versus the upfit costs of the Ford PIU shows a savings of \$7,089.12 per vehicle, resulting in approximately \$109,000 saved across all 15 units.

Total Savings From Vehicle Cost + Upfitting

Combined, the switch to the Ford PIU platform provides an overall savings of \$272,740 when compared to purchasing and upfitting Chevy Tahoe PPVs. In addition to these upfront savings, hybrid units will reduce fuel consumption and lower greenhouse gas emissions, producing ongoing operational savings.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Operational Fleet Strategy

Because Chevy Tahoe's provide additional cargo volume needed for Patrol operations, Fleet Operations will complete upfitting on the current SRO-assigned Tahoe's and transition them into the Patrol fleet. All new Ford PIU Hybrids will be assigned to SRO duties. Upfitting differences between current SRO vehicles and Patrol requirements (partitions, cargo boxes, panels, covers, etc.) total approximately \$4,811 per vehicle.

Additional FY26 General Fund Savings

Due to longer preventive-maintenance intervals, reduced engine idle time, and extended vehicle life expectancy, supported by an eight-year high-voltage system warranty inherent to hybrid platforms, the purchase of these smaller PIU Hybrids is projected to generate approximately \$120,000 in annual General Fund savings.

Actual FY26 savings will vary depending on the timing of when the new vehicles are placed into service, as the full savings will not be realized until all units are replaced. The estimate reflects reduced monthly motor-pool charges across the 13 replacement units and 2 expansion units.

Fleet Operations and the Fayetteville Police Department jointly recommend approval of this purchase.

BUDGET/STAFF IMPACT:

A budget adjustment is being submitted for approval to advance 11 FY27 replacement units. All replacement funding will come from the Fleet Fund.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Final State Contract Plus Options, 6. Superior Quote \$43,794.00 - Hybrid PIU State Contract Match, 7. Agree to Honor State Contract Pricing

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2543

A RESOLUTION TO APPROVE THE PURCHASE OF FIFTEEN FORD POLICE INTERCEPTOR UTILITY HYBRID VEHICLES IN THE AMOUNT OF \$656,910.00 FROM SUPERIOR FORD OF SILOAM SPRINGS, PURSUANT TO THE ARKANSAS STATE VEHICLE CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, 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 the purchase of fifteen Ford Police Interceptor Utility Hybrid vehicles in the amount of \$656,910.00 from Superior Ford of Siloam Springs, pursuant to the Arkansas State Vehicle Contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

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

2025-2543

Item ID

1/6/2026

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

Ross Jackson

12/9/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (15) FORD PIU HYBRID POLICE VEHICLES FROM SUPERIOR FORD OF SILOAM SPRINGS IN THE AMOUNT OF \$656,910, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH THE ARKANSAS STATE CONTRACT PRICING AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001.1010.200

Fleet Vehicle Replacements

97000.1010.200

Expansions

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 554,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 554,000.00

Does item have a direct cost? Yes

Item Cost

\$ 656,910.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 700,000.00

Remaining Budget

\$ 597,090.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2026 (BY)	FLEET OPERATIONS (770)	
	Requestor: Ross Jackson	

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (15) FORD PIU HYBRID POLICE VEHICLES FROM SUPERIOR FORD OF SILOAM SPRINGS IN THE AMOUNT OF \$656,910, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH THE ARKANSAS STATE CONTRACT PRICING AND TO APPROVE A BUDGET ADJUSTMENT.

	COUNCIL DATE:	1/6/2026
	ITEM ID#:	2025-2543
	Holly Black	
	12/11/2025 2:52 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]

Plus options
ST and TG Total
Price Per Vehicle \$43,794

Vehicle Specifications & Pricing

ITEM 69
TYPE HPU 10133946
Ford Police Pursuit Vehicle
SUV, Hybrid, 2WD
(NO SUBSTITUTES)

[Back to Table of Contents](#)

Dealer Name: RED RIVER FORD
Vehicle Make/Model: FORD POLICE INTERCEPTOR UTILITY AWD
Model Code: K8A
City MPG Estimate: 23
Highway MPG Estimate: 25

VEHICLE BID PRICE

\$43,419.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification (Fill-in Unshaded Blanks Only)
Ford PPV, SUV, Hybrid; 4x2	All Standard Manufacturer Equipment	
Police Package	Including all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package.	
Engine		
Engine (Hybrid, Police Pursuit)	Hybrid Engine System. List Liters and type of Hybrid System	3.3L DIRECT INJECTION HYBRID ENGINE SYSTEM
Fuel Type	List Primary Type	GASOLINE
Transmission/Drive		
Automatic Transmission	Automatic - List Type, Speeds etc.	
Doors & Windows		
Door Locks	Power Locks (Operable From Front Only)	
Disconnect Door Courtesy Light Switches	Disconnect Door Courtesy Light Switches	
Floor		
Floor Covering	Vinyl	
Interior		
Radio Suppression Package	Mfg. Std.	
Quiet Sound Group (Noise Suppression)	Mfg. Std.	
Remote Deck Lid Release Control on Driver's Side	Remote Deck Lid Release Control on Driver's Side	
Seats		
Front Seat	Cloth	
Rear Seat	Vinyl	
Tires & Wheels		
Police Pursuit Tires & Wheels	Police Pursuit Rated - List Size	255/60R18
Spare	Full Size Spare	FULL SIZE SPARE
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	3YR/36,000MI
EV Battery Warranty	8 years or 100,000 miles, whichever comes first	8YR/100,000MI HYBRID UNIQUE COMPONENTS
Drivetrain Warranty	5 years or 100,000 miles, whichever comes first	5YR/100,000MI POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

ITEM 69		VEHICLE OPTIONS		Dealer Name:	
TYPE HPU Ford PPV, Hybrid SUV, (NO SUBSTITUTES) Back to Table of Contents				RED RIVER FORD	
Engine	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price	
Electrical					
Lights	DL	Add Daytime Running Lights	STD	STD	
Spot Lamp: Front, Left	SL	Spot Lamp: Front, Left	51R	\$476.00	
Chassis Straps	ST	Chassis Straps for radio interference	60R	\$125.00	
Doors & Windows					
Tinted Windows	TG	Add Deep Tinted Glass		\$250.00	
Switches: Rear Window Inoperative. Rear Door, Interior, Door Locks and Handles Inoperative.	WD	Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside).	INCL	N/C	
Interior					
Radio Upgrade	RU	Premium Audio System	STD	STD	
Cloth Seats	CS	Cloth Seats	STD	STD	
Rear Air Conditioning	RA	Factory Installed Rear Auxiliary Air Conditioning	STD	STD	
Rear Backup Camera	RC	Rear Backup Camera	STD	STD	
Exterior					
Full Size Spare	WL	Spare Mounted On Matching Wheel	STD	STD	
Integrated Com. System	IC	Integrated Communication System	STD	STD	



Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (6) ( Complete)

Quote Worksheet

		MSRP
Base Price		\$48,550.00
Dest Charge		\$1,695.00
Total Options		\$0.00
Subtotal		\$50,245.00
Ground Strap CODE 60R		\$125.00
Tinted Windows CODE TG		\$250.00
STATE BID DISCOUNT TOTAL		(\$6,826.00)
Subtotal Pre-Tax Adjustments		(\$6,451.00)
Less Customer Discount		\$0.00
Subtotal Discount		\$0.00
Trade-In		\$0.00
Excluded from Sales Tax	Subtotal Trade-In	\$0.00
Taxable Price		\$43,794.00
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$43,794.00



11/12/2025

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 26962. Data Updated: Nov 11, 2025 6:51:00 PM PST.



[Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD

MSRP:\$48,550.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection Hybrid System

Transmission: 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD	\$48,550.00
OPTIONS		
44B	Transmission: 10-Speed Automatic	\$0.00
500A	Order Code 500A	\$0.00
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	\$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
UM	Agate Black	\$0.00
—	3.73 Axle Ratio	\$0.00
—	Fleet Advertising Credit	\$0.00

SUBTOTAL	\$48,550.00
Adjustments Total	\$0.00
Destination Charge	\$1,695.00
TOTAL PRICE	\$50,245.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 26962. Data Updated: Nov 11, 2025 6:51:00 PM PST.

From: [Jeff Lee](#)
To: [Jackson, Ross](#)
Cc: [Don Clark](#)
Subject: Re: Ford PIU Hybrid
Date: Monday, November 3, 2025 1:49:18 PM
Attachments: [image001.png](#)
[image002.jpg](#)

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.

Ross,
Yes we will honor the State Bid Pricing.
Sincerely,

Jeff Lee
Superior Automotive Group
Fleet Sales Manager
Cell: 479-393-8282



On Mon, Nov 3, 2025 at 12:13 PM Jackson, Ross <rjackson@fayetteville-ar.gov> wrote:

Good afternoon Jeff,

Could you please let me know if you will honor FY2026 state contract pricing for the above attachment? I will need a response and also please submit a singular vehicle quote and a combined (15) vehicle combination quote.

Let me know if you have any questions.

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

City of Fayetteville, Arkansas 72701

T 479-444-3494

F 479-444-3425

C 479-879-6221



Logo ☐ ☐ Description automatically generated





MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **POLICE VEHICLE EXPANSION PURCHASE THROUGH SUPERIOR CHEVROLET OF SILOAM SPRINGS**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (1) CHEVY TAHOE POLICE VEHICLE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$55,160.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH THE ARKANSAS STATE CONTRACT PRICING.

BACKGROUND:

Asset 1478 (POLC_F087) is an approved FY26 expansion.

DISCUSSION:

This asset will be dedicated to the Police vehicle take-home program. State contract pricing is bid out for the state of Arkansas through the Office of State Procurement.

BUDGET/STAFF IMPACT:

This unit came in under budget and will require additional upfit once it is delivered.

ATTACHMENTS: 3. Staff Review Form, 4. Superior Quote \$55,160, 5. Chevy Tahoe PPV State Contract \$55,160, 6. RE_ FY26 Expansion Chevy Tahoe - Will Honor State Contract Pricing



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2542

A RESOLUTION TO APPROVE THE PURCHASE OF ONE CHEVY TAHOE POLICE VEHICLE IN THE AMOUNT OF \$55,160.00 FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, PURSUANT TO THE ARKANSAS STATE VEHICLE CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one Chevy Tahoe Police vehicle in the amount of \$55,160.00 from Superior Chevrolet of Siloam Springs, pursuant to the Arkansas State Vehicle Contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

City of Fayetteville Staff Review Form

2025-2542

Item ID

1/6/2026

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

Ross Jackson

12/10/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (1) CHEVY TAHOE POLICE VEHICLE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$55,160.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH THE ARKANSAS STATE CONTRACT PRICING.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97000.1010.200

Fleet Vehicle Expansions

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 540,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 540,000.00

Does item have a direct cost? Yes

Item Cost

\$ 55,160.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 484,840.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Vehicle Locator

Dealer Information

SUPERIOR CHEVROLET GMC

490 HWY 412 E

SILOAM SPRINGS, AR 72761

Phone: 479-524-3152

Fax:

1GNS6UED2TR198873

Model Year: 2026

Make: Chevrolet

Model: Tahoe

CK10706-4WD

PEG: 1FL-Commercial / Fleet Preferred Equipment Group

Primary Color: GBA-Black

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHU-Transmission, 10sp, 10L80 Gen 2

Event Code: 5000-Delivered to Dealer

Order #: FNPP5T

MSRP: \$60,899.00

Order Type: FBC-Fleet Political Subdivision

Stock #: N/A

Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options

MSRP

6J3-(SEO) Wiring - Grille Lamp and Speakers	\$92.00
6J4-(SEO) Wiring - Horn/Siren Circuit	\$75.00
6N5-(SEO) Rear Window Switches, Inoperative	\$75.00
6N6-(SEO) Rear Door Locks, Inoperative	\$62.00
7X3-(SEO) Spotlamp, Left-hand LED	\$800.00

No Cost Options

FE9-Federal Emissions
L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
MHU-Transmission, 10sp, 10L80 Gen 2
VQ2-Holdback N/A, Dealer Fleet Assistance

2026 AR ST BID BASE: \$54,710.00

Option WD: \$450.00

Total State Bid Cost: \$55,160.00

12/10/2025

Other Options

1FL-Commercial / Fleet Preferred Equipment Group

4AA-Interior Trim, Jet Black

5J9-Calibration, Taillamp Flasher, Red/White (SEO)

5T5-Seat Trim Override, Front Cloth/Rear Vinyl (SEO)

9C1-Police Package

AL9-Lumbar, Driver side, power

AT6-Seat, 2nd row 60/40 Bench, manual

ATD-Seat Delete: Third Row

AYH-Restraint System, Driver&Pass Dual, Roof side

B8Q-Production Week 41

BG9-Floor Covering: Rubberized Vinyl, Black

BVE-Assist Steps, Black

CJ2-Climate Control, Electronic - Multi-zone

DLF-Mirrors, O/S: Power, Heated

E2C-Proc Opt OTD Expedite

ENL-ENG CONTROL DISABLE STOP/START, NON-LATCHING

G86-AXLE LIMITED SLIP

GU5-Rear Axle: 3.23 Ratio

IVE-Audio System, Virtual Cockpit

J55-BRAKE SYSTEM HEAVY DUTY

K3W-BATTERY LN5, AGM, 12V, 95AH, 900 ENCCA

KC4-Cooler, Engine Oil

KI4-120 Volt Electrical Receptacle, In Cab

KX4-Alternator, 250 AMP

N37-Steering Column, Manual Tilt & Telescoping

NB5-Single Exhaust System

R6J-Ship Thru Code Acknowledgement

R7E-Price Tracking Code

RC1-Skid Plate

RNQ-Wheel, 20" Full size spare, steel

T8Z-Buckle-To-Drive

TB4-Liftgate, Rear, manual

U2J-SiriusXM Satellite Radio, Delete

UE1-OnStar Communication System

UKK-Sensor, Pedestrian Detection

URF-DISPLAY INSTRUMENT DRIVER INFO, DISPLAY ONLY, FAMILY C, 11", 2000 X 8 10

UT7-(SEO) Ground studs, aux, cargo area inside liftgate

UV2-Surround Vision, HD

V53-Luggage rack side rails - none

VK3-Front License Plate Mounting Provisions

VV4-4G LTE Wi-Fi Hotspot capable

WNO-VIN MODEL YEAR 2026

1SZ-Option Package Discount

5J3-Calibration, Surveillance Mode Int. Lighting (SEO)

5LO-(SEO) Calibration, taillamp flasher, Red/Red

6J7-(SEO) Flasher System, Headlamp and taillamp

A2X-Power Seat Adjuster (Driver's Side)

AMF-Remote Keyless Entry Package

AT9-LUMBAR PASSENGER SEAT, POWER, 2 WAY

ATH-Keyless Open & Keyless Start

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

BCV-(SEO) Calibration, Rear Door Auto Lock Disable

BTV-Remote Engine Starting Pkg

C6G-GVW Rating 7600 Lbs

CWA-Rear Camera, Mirror Washer

DNS-Supplier Installed Equipment

EF7-COUNTRY UNITED STATES OF AMERICA (USA)

FLT-Fleet Processing Option

GBA-Black

H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

J26-ENGINEERING YEAR 2026

K34-Cruise Control

K6K-AUX BATTERY LN3, AGM, 12V, 70AH, 760 ENCCA

KGU-Universal Vehicle Module

KNP-Transmission Cooling System

MAH-MARKETING AREA US, PUERTO RICO/USVI

N5V-STEERING WHEEL URETHANE, 3 SPOKE, THIN, ROUND

PXT-Wheels: 20" Steel

R6Q-Processing Option

R9Z-Sold Order Expedite

RFJ-Fleet Customer

T66-(SEO) Wiring Provisions for O/S Mirrors, cargo windows

TAB-LAMP REAR COMBO BASE

TGD-HEADLAMP LEVEL MIDLEVEL

UD7-Rear Parking Assist Sensors

UK3-Radio Controls -Steering Wheel

UQF-Speaker System: Standard Sound System

URW-Audio System, Adv Color LCD display w/Google Built-in

UTJ-Theft Protection System, Unauthorized Entry

V03-Cooling system, extra capacity

V76-Recovery Hooks

VPV-Ship thru charge: Kerr Industr., Arlington, TX

VZ2-CALIBRATION SPEEDOMETER A

WUA-Fascia, Front, custom

X88-Nameplate - Chevrolet

YK6-SEO Processing Option

Z82-Trailer Package

XCS-Tires, 20in P275/55R20, All-Season, Blackwall
Z56-CHASSIS PACKAGE POLICE CONVERSION

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Vehicle Specifications & Pricing

ITEM 66

TYPE PFW 10131830
Chevrolet Tahoe Police
Pursuit Vehicle
4WD
(NO SUBSTITUTES)

Dealer Name:

#REF!

Vehicle Make/Model

CHEVROLET TAHOE

Model Code:

CK10706 PPV

City MPG Estimate

Highway MPG Estimate

[Back to Table of Contents](#)

VEHICLE BID PRICE

\$54,710.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification (Fill-in Unshaded Blanks Only)
Chevrolet Tahoe PPV; 4x4	All Standard Manufacturer Equipment	
Police Package	Including all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package.	
Vehicle Testing & Evaluation	Vehicle provided must be evaluated, with published results, as a pursuit vehicle in the latest Michigan State Police or Los Angeles County Sheriff's Vehicle Evaluation Program.	
Engine		
Engine (Police Pursuit)	List size	355HP 5.3L V8 GAS
Fuel Type	List Primary Type	GAS
Transmission/Drive		
Automatic Transmission	Automatic - List Type, Speeds etc.	10 SPEED AUTOMATIC
Exterior		
Spot Lamp (Driver's Side)	Spot Lamp (Driver's Side)	
Doors & Windows		
Disconnect Door Courtesy Light Switches	Police Package Std.	
Floor		
Floor Covering	Vinyl	
Seats		
Front Seat	Cloth	
Rear Seat	Vinyl	
Tires & Wheels		
Spare	Full Size Spare	FULL 275/55R20SL
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	STD
Drivetrain Warranty	5 years or 100,000 miles, whichever comes first	STD

ITEM 66		VEHICLE OPTIONS		Dealer Name:	
TYPE PFW Chevrolet Tahoe PPV, 4WD (NO SUBSTITUTES) Back to Table of Contents				#REF!	
Engine	Code	Option Minimum Requirement	Enter Optional Equip. Desc.	Price	
Engine Block Heater	HB	Engine Block Heater	KO5	\$100.00	
Transmission					
Skid Plate	KO	Skid Plate		STD	
Limited Slip Differential	LS	Limited Slip Differential		STD	
Electrical					
Additional Spotlight	OO	Spotlight: Additional Front Passenger Side	7X2	\$1,340.00	
Doors & Windows					
Tinted Windows	TG	Add Deep Tinted Glass		STD	
Switches: Rear Window Inoperative. Rear Door, Interior, Door Locks and Handles Inoperative.	WD	Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside).		\$450.00	
Interior					
Front Bucket Seats	BS	Add Front Bucket Seats <u>Without</u> Console		STD	
Cloth Seats	CS	Cloth Seats	CLOTH FRONT/VINYL REAR	STD	
Rear Air Conditioning	RA	Factory Installed Rear Auxiliary Air Conditioning		STD	
Rear Backup Camera	RC	Rear Backup Camera		STD	
Exterior					
Full Size Spare	WL	Spare Mounted On Matching Wheel		STD	

BASE: \$54,710.00
Options: WD - \$450.00

TOTAL: \$55,160.00



Jeff Lee
jlee@drivesuperior.com
479-393-8282

From: [Jackson, Ross](#)
To: ["Jeff Lee"](#)
Subject: RE: FY26 Expansion Chevy Tahoe
Date: Tuesday, December 9, 2025 10:30:00 AM
Attachments: [image001.png](#)

Jeff,

Sounds good sir, I am fine with that option as quoted at \$55,160.00 including option WD. I will plan on putting this on the 01/06/2026 City Council Agenda.

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

Fleet Operations

Public Works Department

City of Fayetteville, Arkansas

479-444-3494

rjackson@fayetteville-ar.gov

City of Fayetteville Logo-01



From: Jeff Lee <jlee@drivesuperior.com>
Sent: Tuesday, December 9, 2025 10:25 AM
To: Jackson, Ross <rjackson@fayetteville-ar.gov>
Subject: Re: FY26 Expansion Chevy Tahoe

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.

Ross,

Yes we will honor the State Contract Pricing on that Tahoe. These units do have Rear InOp as an option added. I have attached both the Base and Option page with State Bid Price quote on the Option page.

Sincerely,

Jeff Lee
Superior Automotive Group
Fleet Sales Manager
Cell: 479-393-8282



On Mon, Dec 8, 2025 at 2:24 PM Jackson, Ross <rjackson@fayetteville-ar.gov> wrote:

Jeff,

Will you be able to match state contract pricing on this Chevy Tahoe PPV 4x4 black in color please? I will need an email response stating you will honor the pricing with a quote attached.

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

Fleet Operations

Public Works Department

City of Fayetteville, Arkansas

479-444-3494

rjackson@fayetteville-ar.gov

City of Fayetteville Logo-01





MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **POLICE EVIDENCE COLLECTION VEHICLE REPLACEMENT THROUGH OLATHE FORD SALES INC - DBA OLATHE FORD LINCOLN**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE FORD TRANSIT CARGO VAN FROM OLATHE FORD SALES INC. FOR THE AMOUNT OF \$83,511.81, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH A SOURCEWELL CONTRACT (032824-OLA) AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Asset # 2187 (POLC_F043) is in need of replacement to reliably continue public safety service for the Police Department.

DISCUSSION:

A dedicated and reliable evidence collection vehicle is an essential asset for a police department. This vehicle provides a centralized platform for transporting specialized crime scene equipment, enabling investigators to respond to incidents of varying complexity. A van enables increased secure, organized storage of forensic equipment and provides on-scene processing capabilities. A van also allows for the secure transportation of evidence from a crime scene to the police department. This allows for evidence to be transported free from the elements, preventing potential degradation, contamination, or the loss of crucial forensic evidence.

Due to the larger and very costly repairs within the last 12 months to asset 2187, Fleet Operations and the Fayetteville Police Department recommend the replacement of this vehicle.

BUDGET/STAFF IMPACT:

This replacement was planned for FY27, and in accordance with fleet policy additional funds for the upgrade will come from the Police department. A budget adjustment is being presented for your approval.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Evidence Collection Vehicle - SOURCEWELL \$83,511.81, 6. Evidence Van Quote Price Extension



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2544

A RESOLUTION TO APPROVE THE PURCHASE OF ONE FORD TRANSIT CARGO VAN IN THE AMOUNT OF \$83,511.81 FROM OLATHE FORD SALES INC., PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, 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 the purchase of one Ford Transit Cargo Van in the amount of \$83,511.81 from Olathe Ford Sales Inc., DBA Olathe Ford Lincoln, pursuant to a Sourcewell Cooperative purchasing contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

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

2025-2544

Item ID

1/6/2026

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

Ross Jackson

12/9/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE FORD TRANSIT CARGO VAN FROM OLATHE FORD SALES INC. FOR THE AMOUNT OF \$83,511.81, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH A SOURCEWELL CONTRACT (032824-OLA) AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001.1010.200

Fleet Vehicle Replacements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 540,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 540,000.00

Does item have a direct cost? Yes

Item Cost

\$ 83,512.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 22,500.00

Remaining Budget

\$ 478,988.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2026 (BY)	FLEET OPERATIONS (770)	
	Requestor: Ross Jackson	

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE FORD TRANSIT CARGO VAN FROM OLATHE FORD SALES INC. FOR THE AMOUNT OF \$83,511.81, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, IN ACCORDANCE WITH A SOURCEWELL CONTRACT (032824-OLA) AND TO APPROVE A BUDGET ADJUSTMENT.

	COUNCIL DATE:	1/6/2026
	ITEM ID#:	2025-2544
	Holly Black	
	12/11/2025 2:56 PM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 913-312-5371

Purchase Order / Quote

Date	11/17/2025
Valid Until	12/17/25
Contract	SOURCEWELL - 032824- OLA
PO	
Lead Time	12-16 WEEKS

Customer:

FAYETTEVILLE PD

Invoice Address:

Delivery Address:

Same

Description - Vehicle Preview Details		Line Total
2026 FORD TRANSIT HIGH ROOF, EXTENDED LENGTH RWD T-350 SRW		\$60,595.00
W3X0 T350 HR CARGO RWD 148" WHEELBASE TOTAL BASE VEHICLE AGATE BLACK METALLIC VINYL DARK PALAZZO GRAY PREFERRED EQUIPMENT PKG.101A .XL TRIM 3.5L ECOBOOST V6 (GAS) 10-SPEED TRANSMISSION .235/65R16C BSW ALL-SEASON 3.73 NON-LIMITED SLIP AXLE JOB #1 ORDER FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET 9500# GVWR PACKAGE B-PILLAR ASSIST HANDLE 50 STATE EMISSIONS SPARE TIRE AND WHEEL	LONG-ARM PWR MIRRORS TIRE MOBILITY KIT DELETE CONN PKG: 1 YR INCL W/FORD APP DUAL BATTERIES (70 AMP-HR) EXTENDED FUEL TANK (31 GAL) D-PILLAR ASSIST HANDLES FRONT OVERHEAD SHELF REMOTE START RUNNING BOARD 2 ADDITIONAL KEYS VIRTUAL REARVIEW MIRROR	
AFI - CRIME SCENE VAN - Q11874		\$22,116.81
FACTORY OPTION TOTAL		

Special Notes and Instructions

MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING

QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.

PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal less trade-in	\$82,711.81
Sales Tax	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Delivery	\$800.00
MSO / ODO	\$0.00
Total Per Unit	\$83,511.81
Quantity of Units	1
PO Total	\$83,511.81

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature

Print Name

Date

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!



AFI
6606 Stadium Drive
Kansas City MO 64129

Phone: (816) 861-4000
Fax:
afi-kc.com

QUOTE

Quote ID: Q11874

Quote Date: 11/5/2025

Quote Valid Until: 1/4/2026

Page 1 of 3

Customer: OLATHE FORD
 305 S FIR
 OLATHE KS 66061

Contact: SANDRA GONZALEZ

Phone:

Email: sgonzalez@olathefleet.com

Salesperson: Ryan Jennings

Make:	Model:	Year:	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:

Order Description OFC SANDRA/FAYETTEVILLE CRIME SCENE VAN

Line	Quantity	Part Number	Description	Unit Price	Amount
50	1 EA	AFIEXTLIGHTS KIT	FLASHER/STROBE/LIGHT BAR Lights INSTALLATION KIT -	\$150.00	\$150.00
60	4 EA	AFIW-VTX609B	Vertex Super-LED Light BLUE	\$198.80	\$795.20
70	3 HR	AFIREARSTROBE-INSTALL	Install of a strobe p/n at or past rear axle (per Pair)	\$125.00	\$375.00
80	1 EA	AFIINVERTERKIT	INVERTER INSTALLATION KIT - Installation Kit requi	\$130.00	\$130.00
100	4 EA	AFIOUTLETKIT	OUTLET INSTALLATION KIT - Includes all items need	\$223.00	\$892.00
110	1 EA	AFINEMAL5-30P	True Mods 30A Inlet Shore Power Supply Receptacle	\$670.98	\$670.98
120	1 EA	AFISGP32	Battery Isolator/Relay 200 Amp	\$115.18	\$115.18
130	1 EA	AFIRBT100AGM12B	Renogy Deep Cycle AGM 12 v 100ah battery	\$454.02	\$454.02
140	1 EA	AFI78157	GOPOWER 3000WATT PURE SINE WAVE INTERTER 12V	\$1,631.99	\$1,631.99
150	1 EA	AFI1002151	Battery Box Group 31	\$62.48	\$62.48
160	1 EA	AFIRFFT48E-5-01	Rigid Flooring with Sills, Ford Transit 148in extended wheelbase	\$1,761.50	\$1,761.50
170	1 EA	AFIARBV001B	Running Boards, Trail FX TFX Aggressive Boards; Po	\$712.50	\$712.50
180	1 EA	AFI05F05-20	TRANSIT WALL LINER KIT 148" EXT HR GRAY	\$1,098.50	\$1,098.50
190	1 EA	AFI07F00-20-H	Default Part (for Unknown Parts) HR TRANSIT- TEXTURED GREY DOOR LINERS	\$448.50	\$448.50
200	2 EA	AFISYLEDSTRP LT60	Strip Lighting - 60 Inch	\$134.50	\$269.00
210	1 EA	AFIHEHDS14	14"Light bar	\$400.35	\$400.35
220	1 EA	AFIHEHDS22	22' DUAL LIGHT BAR	\$496.17	\$496.17
230	2 EA	AFIM92SLB	Default Part (for Unknown Parts) M9 EZ Scene Lighthouse White, Black Flange Included, Includes Slow Ramp Up and Ramp to Low Power Features, 12VDC	\$1,154.00	\$2,308.00
290	1 EA	AFIQ11874	Default Part (for Unknown Parts) STAINLESS STEEL FOR WORKBENCH TOP	\$212.50	\$212.50
300	1 EA	AFI96322-3-01	Bulkhead, Transit High Roof, Screen	\$928.50	\$928.50



AFI
6606 Stadium Drive
Kansas City MO 64129

Phone: (816) 861-4000
Fax:
afi-kc.com

QUOTE

Quote ID: Q11874

Quote Date: 11/5/2025

Quote Valid Until: 1/4/2026

Page 2 of 3

Line	Quantity	Part Number	Description	Unit Price	Amount
310	1 EA	AFI96901-3-01	Swing Door Conversion Kit	\$177.00	\$177.00
320	1 EA	AFI9364-3-03	Heavy Duty Adjustable 4 Shelf Unit, 42 in x 60 in x 16 in	\$849.50	\$849.50
330	1 EA	AFI9363-3-03	Heavy Duty Adjustable 4 Shelf Unit, 36 in x 60 in x 16 in	\$846.50	\$846.50
340	2 EA	AFI9365-3-03	Heavy Duty Adjustable 4 Shelf Unit, 52 in x 60 in x 16 in	\$889.50	\$1,779.00
350	1 EA	AFI1903050	E-Track, 10' Powder Coated Gray Horizontal	\$180.56	\$180.56
360	4 EA	AFI07252023HD-1	Panel Brace/Bracket for E-track install - mid/high	\$59.60	\$238.40
370	10 EA	AFI01090	E-Track Ring	\$7.21	\$72.10
380	1 EA	AFI01075	E-Track Ratchet Tie Down Strap; 2 Inch by 12 Foot E-Track Ratchet Tie Down	\$43.00	\$43.00
390	1 EA	AFIBUNGEE	Hyper Tough 20 Pack Bungee Cords in Plastic Jar	\$37.88	\$37.88
400	1 EA	AFI40451	Grab Handles - Rear Door - Transit, GM, Sprinter (Pair)	\$193.00	\$193.00
410	1 EA	AFI40542	Workbench Top w/ Backsplash - 42"W - Use with 48422 or 48423	\$373.00	\$373.00
420	2 EA	AFI48423	Shelf Unit - 42" W x 36" H x 14" D	\$579.50	\$1,159.00
430	2 EA	AFI9505-3-01	Shelf Door for 52 in Shelf Unit	\$317.50	\$635.00
450	1 EA	AFIB08SM5X4H W	Default Part (for Unknown Parts) MOUNT PRO Single Monitor Wall Mount for 13 to 32 Inch Computer Screens, Gas Spring Monitor Arm Holds Up to 17.6lbs, Full Motion Adjustable Wall Bracket, VESA Mount 75x75, 100x100, Black	\$179.00	\$179.00
470	1 EA	AFI40010	Shelf Door Kit 42" W	\$205.50	\$205.50
480	1 EA	AFISUPER7B	Tripp Lite 7-Outlet Surge Protector Power Strip, 7	\$107.50	\$107.50
490	1 EA	AFIAM-VIL01	Amper 12V 40 LEDs Interior Van Light Kits, LED Ceiling Lights with Simplified Harness Switch Fuse for Van RV Boats Caravans Trailers and More (10 Modules, White)	\$138.82	\$138.82
500	2 EA	AFI9914-3-02	4 Drawer Cabinet 16 in x 14 in x 12 in	\$432.00	\$864.00
510	2 EA	AFI9994	Van Storage System Shelf Mounting Bracket; For Mounting 13.5 Inch and 16 Inch Deep Shelf	\$51.50	\$103.00

Sub Total:	\$22,094.13
Sales Tax:	\$22.68
Grand Total:	\$22,116.81

As of: 11/20/2025 12:43:05 PM

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	



AFI
6606 Stadium Drive
Kansas City MO 64129

Phone: (816) 861-4000

Fax:

afi-kc.com

QUOTE

Quote ID: Q11874

Quote Date: 11/5/2025

Quote Valid Until: 1/4/2026

Page 3 of 3

P.O. Number:	
--------------	--

* Labor and installation is included in all pricing.

* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

* A service charge of 3% will be applied to all credit card purchases.

Notes:

As of: 11/20/2025 12:43:05 PM

Jackson, Ross

From: Sandra Gonzalez <sgonzalez@olathefleet.com>
Sent: Thursday, December 11, 2025 4:37 PM
To: Jackson, Ross
Cc: Voden, Chelsey
Subject: Re: Evidence Van Quote

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.

Yes it will still be valid until that date!

Thank you,

Sandra

Sandra Gonzalez
"The Fleet Queen"
Olathe Fleet
Government Sales Manager
Direct - 913-312-5731
Cell - 505-850-5504

From: Jackson, Ross <rjackson@fayetteville-ar.gov>
Sent: Thursday, December 11, 2025 3:28:55 PM
To: Sandra Gonzalez <sgonzalez@olathefleet.com>
Cc: Voden, Chelsey <cvoden@fayetteville-ar.gov>
Subject: Evidence Van Quote

Good afternoon Sandra,

Our current quote for the evidence van expires in 6 days. Will you please let me know if the pricing on this will remain good through 01/16/26?

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
Fleet Operations
Public Works Department
City of Fayetteville, Arkansas
479-444-3494
rjackson@fayetteville-ar.gov



Caution:

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



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **PURCHASE OF POLICE VEHICLE UPFITTING SUPPLIES AND SERVICES THROUGH SUPERIOR AUTOMOTIVE GROUP DBA SUPERIOR CHEVROLET BUICK GMC**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF POLICE VEHICLE UPFITTING SUPPLIES, INSTALLATION AND LABOR SERVICES THROUGH SUPERIOR CHEVROLET OF SILOAM SPRINGS FOR THE PURCHASE PRICE OF \$182,316.30 PLUS ANY ADDITIONAL TAXES, SURCHARGES OR FREIGHT CHARGES UP TO 10% OF THE ORIGINAL PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (090122-WHL).

BACKGROUND:

On March 19, 2024, the City Council approved resolution 102-24 approving the purchase of Whelen products and services through cooperative contract 090122-WHL.

DISCUSSION:

Approval of this resolution will authorize the purchase and upfitting of the new Fayetteville Police Department vehicles presented on this agenda. Historically, Fleet Operations has completed this work in-house; however, due to limited staffing in 2025 and into 2026, the department will need to sublet these services to ensure the timely upfitting of fifteen (15) new hybrid police vehicles. Contracting this work will support operational efficiency, expedite the deployment of new units, and help maintain the replacement of existing assets.

Fleet Operations and the Fayetteville Police Department respectfully recommend approval and adoption of this purchase.

BUDGET/STAFF IMPACT:

All vehicle parts and upfitting equipment will be purchased through the Fleet budget.

ATTACHMENTS: 3. Staff Review Form, 4. Superior PIU SRO Upfit \$12,154.42 (Including Tax) - Per Vehicle, 5. Superior Chevrolet - Whelen Quote for 15 Vehicles, 6. Whelen Contract, 7. Whelen Pricing Structure, 8. RFP and Addendums-Law Enforcement Equip. 090122, 9. Approved Arkansas Whelen Vendors, 10. Resolution 102-24 Sourcewell Contract 090122-WHL



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2619

A RESOLUTION TO APPROVE THE PURCHASE OF POLICE VEHICLE UPFITTING SUPPLIES, INSTALLATION AND LABOR SERVICES IN THE AMOUNT OF \$182,316.30 FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of Police vehicle upfitting supplies, installation and labor services in the amount of \$182,316.30 from Superior Chevrolet of Siloam Springs d/b/a Superior Chevrolet Buick GMC, pursuant to a Sourcewell Cooperative purchasing contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

City of Fayetteville Staff Review Form

2025-2619

Item ID

1/6/2026

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

Ross Jackson

12/9/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF POLICE VEHICLE UPFITTING SUPPLIES, INSTALLATION AND LABOR SERVICES THROUGH SUPERIOR CHEVROLET OF SILOAM SPRINGS FOR THE PURCHASE PRICE OF \$182,316.30 PLUS ANY ADDITIONAL TAXES, SURCHARGES OR FREIGHT CHARGES UP TO 10% OF THE ORIGINAL PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (090122-WHL).

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

97001.1010.200

Fleet Vehicle Replacements

97000.1010.200

Expansions

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 554,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 554,000.00

Does item have a direct cost? Yes

Item Cost

\$ 182,316.30

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 371,683.70

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Fleet and Commercial Sales



Attn: FAYETTEVILLE PD

11/13/2025

JV

sourcewell 090122-whl

Vehicle

2025 FORD PIU HYBRID 4WD

Emergency Equipment Upfit

PRICES GOOD FOR 90 DAYS FROM DATE OF QUOTE

Qty	Description	Price Total
1	EB8SP3B LEGACY 48 IN LB KIT INCLUDES C399 CORE	\$ 3,400.00
	CCTL7 SA315U SAK75D C399SP CV2V MKEZ105	
2	MCRNTB GRILL LIGHT	\$ 189.98
2	IONB 1/4 WIN LIGHT	\$ 210.04
1	WX2230F WCX BAR TA B/A	\$ 687.94
1	DBKT4 WCX MOUNT	\$ 19.47
1	ARGES1 SPOTLIGHT	\$ 464.92
1	ARGCH1 CONTROL	\$ 207.68
1	ARG50D FENDER MOUNT	\$ 68.44
1	LUND LOFT-PIU20-2GX-AO GUN MOUNT	\$ 1,644.50
1	LOFT-PIU-NPKIT non partition mount kit	\$ 194.28
1	PLASTIX PLUS CONSOLE PP-2025-FINT-SUV-FS WITH	\$ 627.00
	CUTOUTS FOR 425-6101 BOTTOM/ 425-6141 MIDDLE	
2	fuse block	\$ 50.00
1	circuit breaker	\$ 27.50
1	MB5Z-7813086-AC FOR ALL WEATHER MAT	\$ 213.40
2	425-3816 MAGNETIC MIC MT	\$ 56.00
1	2601B EGIS POWER DIST MODULE	\$ 258.50
	Freight	\$ 80.00
	Shop Supplies	\$ 100.00
	Installation Labor	\$ 2,600.00

tax \$ 1,054.77

Total Upfit \$ 12,154.42

Jeremy Mcallister/John Vest
Superior Automotive Group
Fleet and Upfitting
250 Grant Place
Suite B

Suite D

Lowell AR 72745

Cell: JM 479-616-4348 JV 479-549-8335



Fleet and Commercial Sales



RAM

Attn: FAYETTEVILLE PD

11/13/2025

JV

sourcewell 090122-whl

Vehicle

2025 FORD PIU HYBRID 4WD

Emergency Equipment Upfit

PRICES GOOD FOR 90 DAYS FROM DATE OF QUOTE

Qty	Description	Price Total	15x
1	EB8SP3B LEGACY 48 IN LB KIT INCLUDES C399 CORE	\$ 3,400.00	\$ 51,000.00
	CCTL7 SA315U SAK75D C399SP CV2V MKEZ105		
2	MCRNTB GRILL LIGHT	\$ 189.98	\$ 2,849.70
2	IONB 1/4 WIN LIGHT	\$ 210.04	\$ 3,150.60
1	WX2230F WCX BAR TA B/A	\$ 687.94	\$ 10,319.10
1	DBKT4 WCX MOUNT	\$ 19.47	\$ 292.05
1	ARGES1 SPOTLIGHT	\$ 464.92	\$ 6,973.80
1	ARGCH1 CONTROL	\$ 207.68	\$ 3,115.20
1	ARG50D FENDER MOUNT	\$ 68.44	\$ 1,026.60
1	LUND LOFT-PIU20-2GX-AO GUN MOUNT	\$ 1,644.50	\$ 24,667.50
1	LOFT-PIU-NPKIT non partition mount kit	\$ 194.28	\$ 2,914.20
1	PLASTIX PLUS CONSOLE PP-2025-FINT-SUV-FS WITH	\$ 627.00	\$ 9,405.00
	CUTOUTS FOR 425-6101 BOTTOM/ 425-6141 MIDDLE		
2	fuse block	\$ 50.00	\$ 750.00
1	circuit breaker	\$ 27.50	\$ 412.50
1	MB5Z-7813086-AC FOR ALL WEATHER MAT	\$ 213.40	\$ 3,201.00
2	425-3816 MAGNETIC MIC MT	\$ 56.00	\$ 840.00
1	2601B EGIS POWER DIST MODULE	\$ 258.50	\$ 3,877.50
	Freight	\$ 80.00	\$ 1,200.00
	Shop Supplies	\$ 100.00	\$ 1,500.00
	Installation Labor	\$ 2,600.00	\$ 39,000.00
	tax	\$ 1,054.77	\$ 15,817.00
	Total Upfit	\$ 12,154.42	\$ 182,311.75

Jeremy Mcallister/John Vest
Superior Automotive Group
Fleet and Upfitting
250 Grant Place
Suite B

Suite D

Lowell AR 72745

Cell: JM 479-616-4348 JV 479-549-8335



Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Whelen Engineering Company, Inc., 51 Winthrop Road, Chester, CT 06412 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Law Enforcement Equipment from which Supplier was awarded a contract.

Supplier 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 November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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 time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 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 will 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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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. Supplier 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.

B. BUSINESS REVIEWS. Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier 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 Supplier'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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to this Contract 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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 respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers,

resellers, 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.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. 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. *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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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:

- 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, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier 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, Supplier 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 Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier 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. Supplier 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 Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell 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 have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

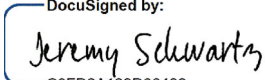
22. CANCELLATION

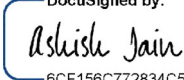
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

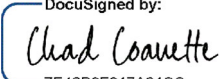
Sourcewell

Whelen Engineering Company, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/2/2022 | 3:59 PM CDT

DocuSigned by:

By: 6CF156C772834C5...
Ashish Jain
Title: CFO
Date: 11/7/2022 | 9:22 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/7/2022 | 10:35 AM CST

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name: Whelen Engineering Company Inc.
Address: 51 Winthrop Rd
Chester, CT 06412
Contact: Craig Szymanski
Email: cszymanski@whelen.com
Phone: 860-718-2304
Fax: 860-718-2304
HST#: 06-0725110

Submission Details

Created On: Tuesday August 09, 2022 07:06:18
Submitted On: Thursday August 25, 2022 10:35:18
Submitted By: Craig Szymanski
Email: cszymanski@whelen.com
Transaction #: ea713e75-467f-4e16-ac4b-14db9d44919c
Submitter's IP Address: 73.227.80.204

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Whelen Engineering Company, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Whelen Engineering Company, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Whelen Engineering Company, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 10402	*
5	Proposer Physical Address:	51 Winthrop Road Chester, CT 06412	*
6	Proposer website address (or addresses):	www.whelen.com	*
7	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):	Ashish Jain, CFO Whelen Engineering Company, Inc. 51 Winthrop Road Chester, CT 06412 ajain@whelen.com 860-718-2099	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Craig Szymanski Director of Sales Administration Whelen Engineering Company, Inc. 51 Winthrop Road Chester, CT 06412 cszymanski@whelen.com 860-790-1080	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None, please contact: Craig Szymanski Director of Sales Administration Whelen Engineering Company, Inc. 51 Winthrop Road Chester, CT 06412 cszymanski@whelen.com 860-790-1080	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	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.	In 1952 George Whelen invented the first rotating anti-collision beacon for aircraft, and by 1956 this beacon was mounted on emergency vehicles, such as police and fire trucks. Today Whelen is the leader and has the majority of the Police, Amber, Fire and EMS markets in the US and Canada. Whelen vision is to continue to manufacture products for the police/amber/fire/EMS markets in the US, create innovative products that increase the safety of the users. We have a host of volunteer first responders that work throughout the organization which gives us an edge on developing products and technology.
11	What are your company's expectations in the event of an award?	This contract will allow Whelen to support the members of Sourcewell with great service and pricing. It's a great opportunity to reach new customers and new avenues of potential business with our vast sales network throughout the US and Canada.
12	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.	Whelen is a privately held company and this information is not available. However, Whelen's assets include approximately 1 million square feet of production, engineering, sales and corporate offices in New England while its liabilities do not have any third-party debt.
13	What is your US market share for the solutions that you are proposing?	~50% of the Law Enforcement market, 80-90% of the warning lights and siren used on Fire Trucks are Whelen equipment. ~75% of the State DOTs use Whelen warning systems.
14	What is your Canadian market share for the solutions that you are proposing?	~75% of the Law Enforcement, 90% of the warning lights and siren used on Fire Trucks, are Whelen equipment.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	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?	Whelen is a US Manufacturer. We have over 110 factory sales personnel and independent sales representative throughout the US & Canada promoting the Whelen product line. Couple that with over 900 distributors in the US & Canada. There isn't a stronger sales force in our market, as shown by the percent of the law enforcement business we hold.
17	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.	Whelen is a US manufacturer. We have ISO and an AMECA accredited lab on site to test our product for SAE, triple K and NFPA compliance.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	The market we are in does not have an industry recognized award. We have revived many awards from our customers.	*
20	What percentage of your sales are to the governmental sector in the past three years	90+%. The majority of our end users are state, city or towns.	*
21	What percentage of your sales are to the education sector in the past three years	Being the request is for law enforcement products, the percent of sales to the education sector is under 10%.	*
22	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?	New Jersey, We hold the contract, but sales are reported by the participating distributors. Est. over \$2,000,000 per year. Tennessee, We hold the contract, but sales are reported by the participating distributors. New contract, est value \$700,000 per year Vermont, Est \$100,000 per year New Hampshire, est value \$250,000 per year NASPO ValuePoint, Est value \$4,000,000 per year	*
23	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?	We have received a GSA contract in Q2 of 2021. We are estimating 2022 sales at ~\$500,000. This number will continue to increase as continue to promote our contract.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Avon Police Department (Avon Public Works)	Alex Trajilio	860-409-4200	*
South Windsor Police Department, CT	Michael Kowalezyk	860-648-6251	*
Hartford Police Department	Anthony Pia	860-757-4000	*

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Texas DPS	Government	Texas - TX	Lightbars, Lightheads, Speakers, Intelligent Control Systems	Est. 2500 Vehicles	Est. \$9,000,000	*
Michigan State Police	Government	Michigan - MI	Lightbars, Lightheads, Speakers, Intelligent Control Systems	Est. 1200 Vehicles	Est. \$4,000,000	*
Illinois State Police	Government	Illinois - IL	Lightbars, Lightheads, Speakers, Intelligent Control Systems	Est. 500 Vehicles	Est. \$2,000,000	*
Dallas Police Dept.	Government	Texas - TX	Lightbars, Lightheads, Speakers, Intelligent Control Systems	Est. 450 Vehicles	Est. \$2,000,000	*
Detroit Police Dept.	Government	Michigan - MI	Lightbars, Lightheads, Speakers, Intelligent Control Systems	Est. 300 Vehicles	Est. 1,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *	
26	Sales force.	100+ independent Sales Representatives across the US and Canada. 40+ full time factory sales personnel.	*
27	Dealer network or other distribution methods.	900+ distributors across the US and Canada.	*
28	Service force.	Service is handled by the factory, reps and distributors. The warranty is factory direct, with the support of the reps and factory sales personnel. Most distributors also assist with warranty support. We have a warranty/service center in Canada to avoid long lead time due to customs. The Chester CT warranty center is also available for all customers. Most in warranty or out of warranty repairs are handle with an advanced exchange program, or the user can return to Whelen for repair or replacement. We have made this process very easy and customer friendly. Repaired products are normally returned to the user within 24 hours of receipt.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Customers work with Whelen representatives and participating distributors on product selection. Then the customer emails their purchase order to the distributor or Whelen, where the order is entered, processed, built and shipped.	*
30	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.	This starts with the manufacturing process. Our return rate is less than a 1/2 of 1%. As stated in #28 above, we have Reps, Factory Personnel and Distributor throughout US and CA. We also staff a world class customer service department in CT that is available to assist end users. If they are on the other line, a call back will happen within a few business hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We are excited to have this opportunity and believe this will help build a stronger brand name and increase our sales volume. We have a vast sales network that will be calling on users and promoting the benefits of this contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	As with the US side, we are excited for this opportunity to expand our sales in Canada. With our pricing proposal and the ability to sell in Canada through participating distributors we will be able to increase our market share. Our sales team will be able to advise members of the benefits of this agreement and the Whelen's vast product line.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canada: Yukon, Nunavut, and North West Territory we will be able to ship product, but there are currently no local distribution. Freight charges would be added to the invoice. US: Alaska and Hawaii will have a minimum order of \$1,000 for free freight, orders under \$1,000 will have the freight charges added to the invoice.	*
34	Identify any Sourcwell 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?	We can't think of any customer that we would not sell to, however, like Canada, there may be states that Whelen would need to service by distribution. Whelen prefers to sell through participating distributor. When awarded we will reach out to our distributors and supply a list of participants that will agree to supply all the sales data required.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For Yukon, Nunavut, NW Territory, Alaska, Hawaii and other members outside of the contiguous 48 States and Canada, freight charges will be added to the invoice/pricing. Any other fees (import, Tax, Duty, etc.) will be the responsibility of the end user.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	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.	Whelen will market through the vast distribution network, Reps and factory sales teams. This will allow the end user easy access to the product line and simplifies the purchasing efforts. The distributor will promote this contract, as they are more likely to receive a purchase order if they are working with the user. The reps and factory sales will have a list of participating distributors for any given region, and they will advise the members on who they can purchase from. We can also add a page to our website dedicated to the Sourcewell contract. Listing participating distributors.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Whelen promotes through our social media networks, such as, Facebook, Instagram, Linkedin, YouTube, etc ... We are constantly creating new product videos and marketing materials to increase the awareness of the benefits to Whelen US manufactured products.	*
38	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?	Sourcewell should promote the contract on their social media, emails and trade shows. Adding an email and phone number to the member list would be helpful in promoting the contract, as it will give us a starting point when reaching out to new business opportunities. If it's available already, I couldn't find it. This may be because we don't have a contract at this point. Each salesperson will be given the details of the contract, including the members list, terms and conditions of the sale, and the participating distributors for their area of coverage. Distributors, reps and factory sales will continue to promote the contract to end users.	*
39	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.	Whelen promotes sales through our distribution network. We will have a list of participating distributors for each state. Some will have web sites that the user can purchase commodity products from. Some of our product line requires drawing, such as: lightbars, Inner Edge, etc. therefore it requires a more hands on approach. Our strength is the ability to work with the end user to insure they are getting the best possible product for their individual requirements.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our sales teams will help specify the correct equipment for the application, may times this includes a visit to the customer. Our offering is straight forward and doesn't require training, however, should a member have questions, and it can't be answered by a phone call, video call, our reps, factory personnel or distributors may be able to visit to solve any issue the user may have. Our field solution engineers will work with accounts on programming, if it's not done at the distributor level. There is no cost for training, user travel expenses excluded. Most end user training is done either at the department or within the state, to reduce the financial impact on the department.
41	Describe any technological advances that your proposed products or services offer.	We are an engineering company and are continuously making product improvements. We manufacturer from the printed circuit board up, including populating the PC board, molding lenses, hard coating lenses, making the molds for the plastic parts, bend and cut our own metal parts/brackets, and final assembly. We are the leader in our industry. Whelen offers a suite of intelligent control products to help increase the safety of first responders. This is integrated into the vehicle's CAN bus signals, so the Whelen system controls the vehicle warning lights and sirens automatically based on vehicle speed, etc., so the officer can pay attention to ever-changing situations. Whelen has releasing a cloud platform that can perform over-the-air vehicle updates, Geo Fencing, vehicle tracking, etc... This will allow for updating the control system and monitoring the emergency equipment operation while tracking the vehicle.
42	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.	The green initiatives that relate to the company would be converting 90% of the building's lighting to low energy LED lighting, and solar panels are on both facilities. The certifying agent for these green initiatives is Eversource.
43	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.	We don't have any, as this is not available for our product line.
44	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.	We do not fall into any of these categories.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	State of the art manufacturing facility and a product line that is second to none. We have our own sound chamber, and light tunnels for testing our products and these are AMECA certified labs. We are the most self-sufficient company in our industry, as we build our products from the ground up, we don't import assemblies for use in our products. Also, as stated previously, we have a vast sales channel that covers the US and Canada.

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 *	
46	Do your warranties cover all products, parts, and labor?	Our warranty covers the product and include factory labor. See the Warranty statement located in the price list and included in the attached section for complete details.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, as long as they are used for the intended purpose. See Whelen's warranty statement attached for complete details.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not offered, as the majority of the time the customer sends the product or part back for warranty consideration. Our reps, factory and distribution can handle most warranty issues on their scheduled visit, if requested by the end user.	*
49	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?	Remote locations may require the user to return the product, if we can't assist them over the phone or on a Teams, Zoom or other communication. Our return rate is extremely low. We also sell all over the world, and this hasn't been an issue. We do have a Whelen certified repair facility in Canada.	*
50	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?	We are only able to warranty our products. We do not have the knowledge or access to other suppliers' parts to properly fix their problems.	*
51	What are your proposed exchange and return programs and policies?	Exchanges are processed through the seller. If the agency purchased direct from Whelen, we have an RMA that needs to be completed, a simple process. Return policy will be at the discretion of the distributor who the member purchased from. If it's a common use item, they may exchange or take back with no restocking fee. Whelen has a 25% restock fee, and requires an RMA form to be completed, if the member want to return for credit.	*
52	Describe any service contract options for the items included in your proposal.	We are only offering product, and do not have any service contract for our offering.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30 Days'. Check, wire transfer or credit card.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	This is not standard in our industry and is not an option.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have any standard ordering forms. We accept customers Purchase Orders by email, fax or mail. Please see Whelen's Standard Terms and Conditions which are attached. We have included our commercial Warranty statement.	*
56	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?	We will accept credit cards; this may vary by distributor. There is no cost to member by paying Whelen with a credit card. This may vary by distributor.	*

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 described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	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.	For US customers, a 41% discount off of List/MSRP is being offered. For Canadian customers, a 35% discount off of (List/MSRP Multiplied by the exchange rate) at time of order is being offered. The product selection will include all items listed in the price lists which are attached for your review.	*
58	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.	For US customers, a 41% discount off of List/MSRP is being offered. For Canadian customers, a 35% discount off of (List/MSRP Multiplied by the exchange rate) at time of order is being offered. The product selection will include all items listed in the price lists which are attached for your review.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	There are no standard quantity discounts being offered. The sales team or participating distributor may offer discounted pricing to a particular customer based on the individual circumstances.	*
60	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.	If the item is not on the attached or current price list at the time of the order, a quote can be supplied at the member's request.	*
61	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.	We are only quoting on the items. We are not quoting on service training, etc.(Installation is being offered through participating distributors only, see attached.) This is no different than buying pencils at Staples. Our sales team is motivated to insure a positive buying experience. For Canadian members, we adjusted the price calculation and discount to include the exchange rate, Goods and Service Tax and Customs and Duty. See # 57 and #58 above. Some participating distributors may offer installation at a rate not to exceed \$115 an hour, with miscellaneous supply (cable, wires, connectors, cable ties, etc ..) charge not to exceed \$165 per vehicle. If states require a Participating Addendum "PA", we will subtract any administration fees from our discount. Example: A state has a 1% administration fee, we will adjust their discount to 40% (41%-1%) for US customers.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Minimum order for free freight is \$50. See #63. Freight is pre-paid to the US and Canada (Canada by participating distributors, only), Except Yukon, Nunavut, NW Territory, HI and AK and offshore deliveries, by UPS Ground or similar, at Whelen's or the participating distributor's discretion.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Customer will be responsible for freight charges to AK, HI (unless the order for AK or HI is \$1,000 or more) and offshore deliveries. Canada customers: See adjusted discount in #57, #58 & #62 above.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We will survey our distributors once we have a contract, so they can review and determine if they can meet all the requirements of this agreement and if they'd like to participate in this opportunity. They will need to agree to all of the terms and conditions. Having participating distributors across North America will ensure prompt attention to your member's needs. Distributors will have commodity items in stock for quick delivery.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Contracts vary, pending requirements contained in the agreement. The discount quoted is in-line with other similar contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have a quote program that will calculate all sales under this agreement. We will require our participating Distributor to agree to the terms and conditions of the agreement and file quarterly reports with us. This has been done successfully before.	*
67	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.	Sales dollars that are generated under this agreement. Increase in market share. Number of customers that utilize this agreement. Participation by Whelen distributors. Customer satisfaction.	*
68	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.)	Whelen and its participating distributors will pay 1 % of the total sales of products sold under this contract to Sourcewell, less any returns or credits. This excludes freight charges and other non-product related charges.	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Whelen is a US manufacture of emergency warning lights and siren systems for the Law Enforcement, DOT, Utility, Fire and EMS markets. Our product line includes vehicle roof mounted lightbars, interior lightbars, Interior vehicle lighting, dash lights, beacons, peripheral body lighting, sirens, control systems, speakers and white illumination lighting.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	I do not see any subcategories in this proposal.	*

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	
71	Law Enforcement duty gear	☐ Yes ☒ No	We are not offering this item.	*
72	Traffic safety enforcement equipment, devices, and instruments	☒ Yes ☐ No	Lights are sirens are key equipment for the law enforcement agencies.	*
73	Crime scene management and evidence collection equipment and supplies	☐ Yes ☒ No	We are not offering this item.	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	☐ Yes ☒ No	We are not offering this item.	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	☒ Yes ☐ No	Installation of our products is being offered at the participating distributor level.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - PL22.2WL & PL22.2PAWL.pdf - Thursday August 11, 2022 07:30:58
- [Financial Strength and Stability](#) - Financeial Strenghte and Stability 9 2022.pdf - Tuesday August 16, 2022 11:09:17
- [Marketing Plan/Samples](#) - Marketing Plan Samples 9 2022.pdf - Tuesday August 16, 2022 12:39:23
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE.MBE.SBE or Related Certificates 9 2022.pdf - Tuesday August 16, 2022 11:11:26
- [Warranty Information](#) - Warranty PL22.2.pdf - Thursday August 11, 2022 08:11:29
- [Standard Transaction Document Samples](#) - Standad Transaction Documents 9 2022.pdf - Tuesday August 16, 2022 11:12:19
- [Upload Additional Document](#) - Whelen Installation Pricing 9 2022.pdf - Tuesday August 16, 2022 11:10:49

Addenda, Terms and Conditions

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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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. - Ashish Jain, CFO, Whelen Engineering Company, Inc.

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_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☒	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☒	2
Request clarification between Table 4: References/Testimonials and Table 5: Top Five Government or Education Customers. If a vendor's service offering falls within this category, they could all be the same type of references. Answer 1: In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate their experience in serving the types of entities that would be eligible for Sourcewell membership and in satisfying all the requirements included in the questionnaire tables. Tue August 16 2022 09:33 AM	☒	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☒	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☒	2

**AMENDMENT #1
TO
CONTRACT # 090122-WHL**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Whelen Engineering Company, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Law Enforcement Equipment to Sourcewell and its Participating Entities, effective November 7, 2022, through November 7, 2026 (Contract).

Supplier wishes to amend the Contract's Proposal to modify its discount structure.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 57 in "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:

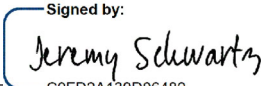
"For US customers, a 0% to 41% discount off list/MSRP is being offered. Whelen Cloud Platform will carry a 0% discount, Mass Notification Product will carry a 10% discount, while Automotive hardware will carry a 41% discount. For Canadian customers, a 35% discount off LIST/MSRP (Multiplied by the exchange rate) at time of order is being offered. Refer to the applicable price list."

2. Line item 58 in "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:

"For US customers, a 0% to 41% discount off list/MSRP is being offered. Whelen Cloud Platform will carry a 0% discount, Mass Notification Product will carry a 10% discount, while Automotive hardware will carry a 41% discount. For Canadian customers, a 35% discount off Automotive hardware LIST/MSRP (Multiplied by the exchange rate) at time of order is being offered. Refer to the automotive price list. (Note: Mass Notification and Whelen Cloud Platform is not being offered in Canada)."

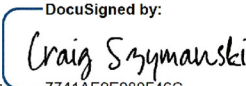
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Chief Procurement Officer

Date: 10/30/2024 | 3:34 PM CDT

Whelen Engineering Company, Inc.

DocuSigned by:
By: 
7741AE9E980F46C...
Craig Szymanski
Director of Sales Administration

Date: 10/30/2024 | 2:40 PM CDT

**AMENDMENT #2
TO
CONTRACT # 090122-WHL**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Whelen Engineering Company, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Law Enforcement Equipment to Sourcewell and its Participating Entities, effective November 7, 2022, through November 7, 2026 (Contract) and Supplier wishes to amend the Contract's Proposal.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Article 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum" of the Contract is deleted in its entirety and replaced with the following:

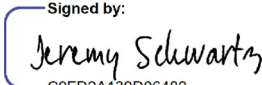
"Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, including a Master Service Agreement (MSA) with Whelen Engineering Company, Inc.; and other terms and conditions such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract."

2. Line item 55 in "Table 10: Payment Terms and Financing Options" of the Proposal is deleted in its entirety and replaced with the following:

"We do not have any standard ordering forms. We accept customers Purchase Orders by email, fax or mail. Please see Whelen's Standard Terms and Conditions which are attached. Additionally, Whelen requires the execution of a Master Services Agreement (MSA) which is a required transaction document for the purchase, activation, and use of our Cloud platform."

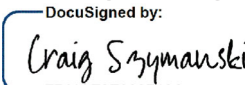
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 11/17/2025 | 1:34 PM CST

Whelen Engineering Company, Inc.

DocuSigned by:

7741AE9E980F46C...
By: _____
Craig Szymanski
Director of Sales Administration

Date: 11/17/2025 | 1:14 PM CST

Whelen Engineering Company, Inc. #090122-WHL

Pricing for contract #090122-WHL offers Sourcewell participating agencies:

Automotive Products

US customers:

- Discount: 41% off list/MSRP (PL25.0WL & PL25.0PAWL)
- Installation: \$122 per hour cap
- Miscellaneous Supplies: \$174 per Vehicle

US customers - Whelen Cloud Platform WCP

- Discount: None, pricing is Net, no discounts allowed.

Canadian customers:

- 35% off list/MSRP (multiplied by the exchange rate at time of order) (PL25.0WL & PL25.0PAWL)
- Installation: \$122 USD per hour cap (multiplied by the exchange rate at time of order)
- Miscellaneous Supplies: \$174 USD per Vehicle (multiplied by the exchange rate at time of order)

Mass Notification Products

US customers:

- Discount: 10% off list/MSRP (Mass Notification List Price 2025)
- Freight: Prepay and Add to the Invoice

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Law Enforcement Equipment, construed to consist of equipment, gear, tools, and instruments (including related services), designed or used for law enforcement activity, criminal investigation, tactical response, and traffic enforcement, of the following types:

- a. Law enforcement duty gear;
- b. Traffic safety enforcement equipment, devices, and instruments;
- c. Crime scene management and evidence collection equipment and supplies;
- d. Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. below); and,
- e. Services related to the offering of the solutions in subsections 1. a. – d. above, such as training, installation, testing, maintenance, warranty programs, and technical support.

2. The focus of this solicitation is on Law Enforcement Equipment. This solicitation should **NOT** be construed to include: 1) firearms and ammunition; 2) conducted energy weapons; or 3) critical care, resuscitation, or EMS equipment.

3. This solicitation **does not include** those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Laboratory and Science Equipment and Supplies with Related Accessories and Services (RFP #042419);
- b. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720);
- c. Uniforms with Related Products and Services (RFP #040920);
- d. Body Armor with Related Accessories, Equipment, and Services (RFP #011221);
- e. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
- f. Lab Services and Testing with Related Products and Supplies (RFP #011222); and,
- g. Public Safety Training and Simulation Equipment and Technology (RFP #011822).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are **turn-key solutions**, providing a combination of equipment, products and services, **delivery**, and **installation to a properly operating status**. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-

party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.



Find A Distributor

Select a Country

United States

Select a State/Province

Arkansas

Arkansas

AUTHORIZED MANAGING SALES REPRESENTATIVE	
John Wright & Associates 1111 W Abram St Arlington TX 76013 US (817) 459-2001 Email us johnwrightassoc.com/	
MASTER DISTRIBUTOR	
TEECO Safety, Inc. 19927 I-30 Benton AR 72015 US (501) 943-8046 Email us www.teecosafety.com/	
MASTER DISTRIBUTOR	
Superior Chevrolet PO Box 10198 Siloam Springs AR 72761 US (479) 524-3151	
AMBER MASTER DISTRIBUTOR	
SBL ENTERPRISES LLC 13610 HOPKINS PL FORT SMITH AR 72916-0000 US 4797777388 Email us	
AMBER MASTER DISTRIBUTOR	
Best Tools Inc. 10963 Hwy 59 N Gravette AR 72736 US (479) 787-1065 Email us	
DISTRIBUTOR	
Arkansas Valley Communications 1201 East 8th St Russellville AR 72801 US (479) 968-1502 Email us	
DISTRIBUTOR	
Pinnacle Emergency Vehicles LLC 201 Commercial St Centerton AR 72719 US (479) 787-8578 Email us pinnacle-ev.com/	







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

Resolution: 102-24

File Number: 2024-1788

WHELEN UP-FITTING PARTS AND ACCESSORIES (PURCHASE AGREEMENT):

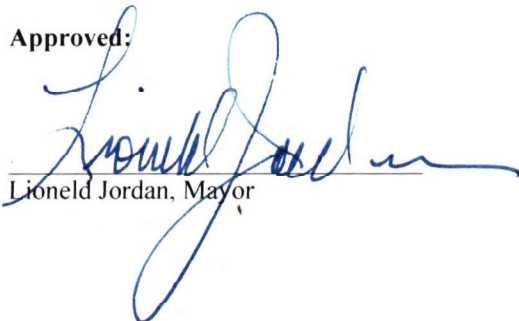
A RESOLUTION TO AUTHORIZE THE PURCHASE OF WHELEN UP-FITTING PARTS AND ACCESSORIES FROM LOCAL AUTHORIZED DISTRIBUTORS ON AN AS NEEDED BASIS THROUGH NOVEMBER 7, 2026, AND ANY RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section I: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of Whelen up-fitting parts and accessories from local authorized distributors on an as-needed basis through November 7, 2026, and any renewal periods, pursuant to a Sourcewell cooperative purchasing contract.

PASSED and APPROVED on March 19, 2024

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **WHELEN UPFITTING PARTS AND ACCESSORIES (PURCHASE AGREEMENT):**

RECOMMENDATION:

APPROVE THE PURCHASE OF WHELEN UP-FITTING PARTS AND ACCESSORIES THROUGH LOCAL AUTHORIZED DISTRIBUTORS PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (090122-WHL) ON AN AS NEEDED BASIS THROUGH NOVEMBER 7, 2026 AND ANY ADDITIONAL RENEWALS.

BACKGROUND:

Fleet routinely needs to purchase and install additional lighting and electronics for front line operation of departmental vehicles. This up-fitting allows for increased visibility for City of Fayetteville employees and the public's safety.

DISCUSSION:

Fleet is recommending approval and fleet standardization of Whelen lights and electronics. Fleet has had both in-house training and are currently using diagnostic software to install, program and repair these systems.

BUDGET/STAFF IMPACT:

The purchase of these parts are budgeted in the shop fund.

ATTACHMENTS: SRF (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1788

WHELEN UPFITTING PARTS AND ACCESSORIES (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF WHELEN UP-FITTING PARTS AND ACCESSORIES FROM LOCAL AUTHORIZED DISTRIBUTORS ON AN AS NEEDED BASIS THROUGH NOVEMBER 7, 2026, AND ANY RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of Whelen up-fitting parts and accessories from local authorized distributors on an as-needed basis through November 7, 2026, and any renewal periods, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1788

Item ID

3/19/2024

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

Ross Jackson

2/28/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

APPROVE THE PURCHASE OF WHELEN UP-FITTING PARTS AND ACCESSORIES THROUGH LOCAL AUTHORIZED DISTRIBUTORS PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (090122-WHL) ON AN AS NEEDED BASIS THROUGH NOVEMBER 7, 2026 AND ANY ADDITIONAL RENEWALS.

Budget Impact:

9700.770.1910-5214.00

Shop

Account Number

Fund

NA

NA

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,152,500.00

Expenses (Actual+Encum)

\$ 156,660.09

Available Budget

\$ 995,839.91

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 995,839.91

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH:

FROM: Mike Reynolds, Police Chief

SUBJECT: **Project Safe Neighborhoods (PSN) Grant Award for the Fayetteville Police Department**

RECOMMENDATION:

Staff recommends acceptance of the non-matching Project Safe Neighborhoods (PSN) grant award for the Fayetteville Police Department and approval of a budget adjustment in the amount of \$33,629.76.

BACKGROUND:

The Fayetteville Police Department (FPD) has been receiving grant funding and participating in the PSN program since 2019, with the Department of Finance & Administration, Office of Intergovernmental Services. The application for this grant was approved by Mayor Rawn on June 5, 2025, and the FPD received notification on December 9, 2025, that grant funds had been awarded in the amount of \$33,629.76. The PSN grant is designed to create and foster safer neighborhoods through a sustained reduction of violent crime and works in partnership with the U.S. Attorney's Office for the Western District of Arkansas. The program's effectiveness relies on the collaboration of local, state, and federal law enforcement agencies working together with the communities they serve.

DISCUSSION:

The FPD applied for the PSN grant for a total amount of \$38,629.76, which included \$5,000 in community outreach projects, which were not funded. The awarded funds will be utilized for the following: \$28,800 for gun violence investigations and community response overtime, and \$4,829.76 for the fringe benefits associated with the overtime allocations. The grant period for this award is from October 1, 2025 to September 30, 2026. The notification of the award was delayed this year due to the government shutdown.

BUDGET/STAFF IMPACT:

There are no matching funds associated with this grant. A budget adjustment in the amount of \$33,629 will be added to the 2026 operating budget. There is no impact on staffing.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Review Memo - Department Head Signed, 5. Budget Adjustment, 6. Grant Award



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2625

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A PROJECT SAFE NEIGHBORHOOD GRANT IN THE AMOUNT OF \$33,629.76 FOR THE FAYETTEVILLE POLICE DEPARTMENT, 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 Rawn to accept the Fiscal Year 2026 Project Safe Neighborhood Grant award in the amount of \$33,629.76 for the Fayetteville Police Department.

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

2025-2625

Item ID

1/6/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Mike Reynolds

12/10/2025

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends acceptance of the non-matching Project Safe Neighborhoods (PSN) grant award for the Fayetteville Police Department and approval of a budget adjustment in the amount of \$33,629.76.

Budget Impact:

1010.200.2920-various

General

Account Number

Fund

32210.2601

Police PSN 2026 Grant

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? Yes

Budget Adjustment

\$ 33,629.00

Remaining Budget

\$ 33,629.00

V20221130

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 JANUARY 6, 2026

TO: Mayor and City Council
FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, reading "Mike Reynolds".

DATE: December 10, 2025

**SUBJECT: Project Safe Neighborhoods (PSN) Grant Award
for the Fayetteville Police Department**

RECOMMENDATION:

Staff recommends acceptance of the non-matching Project Safe Neighborhoods (PSN) grant award for the Fayetteville Police Department and approval of a budget adjustment in the amount of \$33,629.76.

BACKGROUND:

The Fayetteville Police Department (FPD) has been receiving grant funding and participating in the PSN program since 2019, with the Department of Finance & Administration, Office of Intergovernmental Services. The application for this grant was approved by Mayor Rawn on June 5, 2025, and the FPD received notification on December 9, 2025, that grant funds had been awarded in the amount of \$33,629.76. The PSN grant is designed to create and foster safer neighborhoods through a sustained reduction of violent crime and works in partnership with the U.S. Attorney's Office for the Western District of Arkansas. The program's effectiveness relies on the collaboration of local, state, and federal law enforcement agencies working together with the communities they serve.

DISCUSSION:

The FPD applied for the PSN grant for a total amount of \$38,629.76, which included \$5,000 in community outreach projects, which were not funded. The awarded funds will be utilized for the following: \$28,800 for gun violence investigations and community response overtime, and \$4,829.76 for the fringe benefits associated with the overtime allocations. The grant period for this award is from October 1, 2025 to September 30, 2026. The notification of the award was delayed this year due to the government shutdown.

BUDGET/STAFF IMPACT:

There are no matching funds associated with this grant. A budget adjustment in the amount of \$33,629 will be added to the 2026 operating budget. There is no impact on staffing.

Attachments:

Budget Adjustment
Project Safe Neighborhoods award documents

Budget Year	Division	Adjustment Number
2026 (BY)	POLICE (200)	
	Requestor: T Tannehill	

	COUNCIL DATE:	1/6/2026
	ITEM ID#:	2025-2526
	Holly Black	
	12/12/2025 11:31 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

1 of 1



**ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION**

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 404

P.O. Box 8031

Little Rock, Arkansas 72203-8031

Phone: (501) 682-1074

Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

☐

DTF

☐

RSAT

☒

PSN

☐

COAP/COSSA

CATALOG OF DOMESTIC FEDERAL ASSISTANCE

(CFDA Number) 16.609

Federal Award Number: 15PBJA-23-GG-02426-GUNP

Federal Award Date: 9/25/23

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Molly Rawn, Mayor
City of Fayetteville Police Department
1800 N. Stephen Carr Memorial Blvd
Fayetteville, AR 72704

6. SUBGRANT NUMBER: 267331-23WL

7. START DATE: October 1, 2025
END DATE: September 30, 2026

2. FEDERAL IDENTIFICATION NUMBER/UEI:

71-6018462 / ZGAZNS4HKFY3

8. AWARD DATE: December 08, 2025

9. ACTION: Initial ☒ Modification

3. MODIFICATION EFFECTIVE DATE:

4. MODIFICATION AMOUNT: \$
FEDERAL AMOUNT: \$
STATE AMOUNT: \$
LOCAL MATCH: \$

10. AWARD AMOUNT: \$33,629.76
FEDERAL AMOUNT: \$33,629.76
STATE AMOUNT: N/A
LOCAL MATCH: N/A
No Indirect Rate Cost

5. PROJECT DESCRIPTION

PSN is a nationwide initiative that brings together federal, state, local, tribal, and territorial law enforcement officials, prosecutors, community-based partners, and other stakeholders to identify the most pressing violent crime problems in a community and develop comprehensive solutions to address them. PSN is coordinated by the U.S. Attorney's Offices in the 94 federal judicial districts throughout the 50 states and U.S Territories.

11. SPECIAL CONDITIONS (Check if applicable)

☒

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS SET FORTH IN IT'S APPLICATION AND ALL CERTIFICATIONS, ASSURANCES AND SPECIAL CONDITIONS PREVIOUSLY AGREED TO.

Statutory Authority: 34 U.S.C. 60701-05

AGENCY APPROVAL

SUBGRANTEE APPROVAL

12. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL

Doris Smith, DFA Administrator
Intergovernmental Services

15. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL

Molly Rawn, Mayor
City of Fayetteville Police Department

13. SIGNATURE OF APPROVING OFFICIAL

14. DATE:

16. SIGNATURE OF AUTHORIZED OFFICIAL

17. DATE:

SPECIAL CONDITIONS FOR FEDERAL AWARD 15PBJA-23-GG-02426-GUNP

Initial Here	Special Conditions
	1 <u>Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards</u> Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.
	2 <u>Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54</u> The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
	3 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712

	to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
	4 <u>Applicability of Part 200 Uniform Requirements</u> The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
	5 <u>Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events</u> The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including

SPECIAL CONDITIONS FOR FEDERAL AWARD 15PBJA-23-GG-02426-GUNP

	specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
	6 <u>Requirement for data on performance and effectiveness under the award</u> The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
	7 <u>Compliance with DOJ Grants Financial Guide</u> References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.
	8 <u>Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)</u> The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an

	appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
	9 <u>Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38</u> The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
	10 <u>Effect of failure to address audit issues</u> The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
	11 <u>Requirements of the award; remedies for non-compliance or for materially false statements</u> The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that

	relate to conduct during the period of performance also is a material requirement of this award. Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance. Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
	12 <u>Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42</u>

SPECIAL CONDITIONS FOR FEDERAL AWARD 15PBJA-23-GG-02426-GUNP

	The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
	13 Employment eligibility verification for hiring under the award 1. The recipient (and any subrecipient at any tier) must-- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1). B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both-- (1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1). D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings. 2. Monitoring The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition. 3. Allowable costs To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and

	allocable costs (if any) of actions designed to ensure compliance with this condition. 4. Rules of construction A. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds. B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds. C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands. D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law. E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
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	<u>OJP Training Guiding Principles</u> Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.
	15 <u>Determination of suitability to interact with participating minors</u> SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age. The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
	16 <u>Restrictions and certifications regarding non-disclosure agreements and related matters</u> No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive

	compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 1. In accepting this award, the recipient-- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-- a. it represents that-- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
	17

	<u>Requirement to report actual or imminent breach of personally identifiable information (PII)</u> The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
	18 <u>Encouragement of policies to ban text messaging while driving</u> Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
	19 <u>All subawards ("subgrants") must have specific federal authorization</u> The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
	20 <u>Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000</u>

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	The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
	21 <u>Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)</u> The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
	22 <u>Requirement to report potentially duplicative funding</u> If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by

	the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.
	23 <u>Reporting potential fraud, waste, and abuse, and similar misconduct</u> The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
	24 <u>Requirements related to System for Award Management and Universal Identifier Requirements</u> The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at

	https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
	25 <u>Restrictions on "lobbying"</u> In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
	26 The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the

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	author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)
	27 The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
	28 <u>Cooperating with OJP monitoring</u> The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
	29 <u>Protection of human research subjects</u> The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
	30 <u>Confidentiality of data</u> The recipient (and any subrecipient at any tier) must comply with all confidentiality

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	requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
	31 Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
	32 Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
	33 <u>Body armor - compliance with NIJ standards and other requirements</u> Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard

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	information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
	34 In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
	35 <u>PSN Fiscal Agent Definition</u> References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.
	36 The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.
	37 If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval

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	from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
	38 The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.



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AO Initials	GENERAL TERMS AND SPECIAL SUBGRANT CONDITIONS
	The applicant assures that federal funds will not be used to supplant state and local funds but will be used to increase the amount of funds that would, in the absence of federal funds, be made available for the activities of this project. The subrecipient shall ensure that federal and/or state matching funds are used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Federal and/or state matching funds made available under this grant will be used to increase the amount of funds that would, in the absence of federal and/or state matching funds, be made available for law enforcement activities. If there is a potential presence of supplanting, the subrecipient will supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For example, no maintenance and operation costs previously funded by a state, city or county government may be supported with Drug Crime Fund and/or state matching funds. Any federal and/or state matching funds budgeted to supplement existing state and/or local funds due to increased maintenance and operation costs (e.g., fuel, utilities, etc.) shall not be used until all state and/or local funds budgeted for those costs are exhausted.
	The applicant assures that fund accounting, auditing, monitoring, and evaluation procedures as may be necessary to keep such records as the Department of Justice and the Department of Finance and Administration shall be provided to assure fiscal control, proper management, and effective disbursement/reimbursement of funds received under this sub award.
	The applicant assures that it will maintain an appropriate grant administration system to ensure that all terms, conditions, and specifications of the grant, including these assurances, are met.
	The applicant assures that it will comply with the OJP Financial Guide in its administration of the grant. The OJP Financial Guide can be accessed online at https://www.justice.gov/ovw/page/file/1228061/download.
	The applicant assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the as the Department of Justice and the Department of Finance and Administration may require.
	The applicant agrees to use the grant and matching funds only for the purposes stated in this application. Additionally, the applicant agrees that any grant and matching funds approved for personnel for this project will be based on the percent of time the personnel actually devote to the project.



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	The applicant assures that in the event a federal/state court or federal/state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office of Civil Rights Compliance (OCRC) and the Arkansas Department of Finance and Administration, Office of Intergovernmental Services.
	The applicant assures that if it is required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301, et. seq., it should submit a certification to the state that it has a current EEO on file which meets the requirements therein.
	The applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, OJP Hearing and Appeals Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
	The applicant assures that in addition to all other audit requirements, it will allow the Division of Legislative Audit or any other independent or internal auditors of the Department of Finance and Administration to have access to the applicant's records and financial statements; (A) as may be necessary for the Department of Finance and Administration to comply with 2 C.F.R. 200 and other rules and/or regulations governing financial accounting and auditing guidelines, principles, and procedures; and (B) as may be requested by the Department of Finance and Administration to comply with any State or local government rules and/or regulations.
	The applicant assures that it will fully participate in the compilation of statistical information as required by state agencies, i.e., providing complete fingerprint arrest information.
	The applicant assures that both federal, state, and matching funds used for this project will be used exclusively to support Justice Assistance Grant (JAG) Program activities defined and will not be used to support any general-purpose law enforcement or other activity maintained by the applicant.
	The applicant assures that if the grant funds are used to support a Task Force, the Task Force Board of Directors or 'Control Group' will hold regularly scheduled meetings every two (2) months and will provide DFA-IGS and the State Drug Director with copies of the agenda and minutes of each meeting



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	The applicant assures that if the grant funds are used to support a Task Force, appropriate and adequate staffing would be maintained for the duration of the project period. For efficiency in project implementation, the State Drug Director's Office highly recommend that appropriate staff include a full-time Drug Task Force Commander (certified law enforcement officer) and a Fiscal Officer regardless of if funds are used to pay salaries.
	The applicant assures that if grant funds are used to support a Task Force, the Task Force Administrator/Director/Commander and the Board of Directors will develop and/or maintain a detailed policy and procedures manual for the guidance of task force operations. Copies of the Policy and Procedures Manual as well as updates and revisions shall be forwarded to DFA-IGS and the State Drug Director's Office. (<i>Updates and Revisions shall be submitted when occurred.</i>)
	The applicant assures that all proposals for out of state travel for conference and training will be submitted for approval prior to any expense being incurred.
	If applicable, the sub-recipient agrees to prepare and submit an <i>Inventory Report</i> for equipment purchased with federal, state, and/or local matching funds with the <i>1st Quarterly Report</i>. (<i>Updates to Inventory Reporting shall be submitted with quarterly reports.</i>)
	The sub-recipient agrees to prepare and submit a <i>Monthly Request for Reimbursement Form</i> (with copies of invoices, cancelled checks, and other documentation of expenditures by line item) by the 15th day of each month following the month for which subgrant expenditures were paid. A supporting document(s) (Excel Spreadsheet) reporting the allocation of subgrant expenditures between federal, state and/or local funds shall accompany each Request for Reimbursement. Reimbursement requests must be timely. Documentation must be appropriate, legible, and accurate. Sub-recipients are required to submit requests monthly, even if the request is zero. Failure to submit monthly reimbursement requests in a timely manner may impose additional special conditions. Please note and acknowledge the additional items below. - Grant funds will be used only in accordance with the approved budget. Expenditures incurred or made outside the approved budget line items/categories will be disallowed. - All lease agreements (i.e., vehicle, storage, office space, and/or rental) must be submitted to DFA-IGS for the file within 60 days of the award date. - Preapproval is required for out of state travel. Prior to travel, sub-recipient must submit an out-of-state travel request form to IGS for approval no later than 30 days before the travel. IGS will provide the standard form to use. Expense incurred for out of state travel that is not pre-approved by IGS will be disallowed. - Before unique purchases, review federal/state solicitations and be aware of other unallowable items or items that require special conditions for approval.



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	The sub-recipient agrees to prepare and submit <i>Quarterly Reports</i> by the 10th of the month following the end of a quarter. Report due dates are October 10th, January 10th, April 10th, and July 10th. Sub-recipient must utilize the Accountability Measures Quarterly Report Tool when submitting quarterly reports. Failure to submit quarterly reports in a timely manner may result in suspension of funds.
	<i>Budget Modifications/Revision Requests</i> must be submitted by the 10th of the month in order for them to be considered for expenditures made during that month. Budget revisions will not be accepted during the last month of the grant period absent extraordinary circumstances. Sub-recipient may request modification of the approved budget to reallocate funds between existing categories. Requests for the addition of new budget categories or line items may not be approved. The final budget request modification/revision must be submitted no later than October 10th. DFA-IGS will only accept four (4) budget modifications request during the awarded project period. This does not include the initial budget modification which is due within 45 days of the Award Date.
	The subrecipient agrees to submit within thirty (30) days of the end of the grant period a <i>Cumulative Financial Report and Annual Narrative Report</i> "MARKED FINAL." Reimbursement requests not submitted by ninety days past the final day of the grant period will be denied payment subject extraordinary circumstances. Absent such circumstances, the federal and/or state funds will be de-obligated from the subaward.
	The sub-recipient agrees to provide notification to IGS of all changes made to the General Project Information, i.e., scope, contact information-name, address, telephone, fax, e-mail, etc. and changes made to authorized officials and/or staffing. The sub-recipient will assure that DFA-IGS has complete and correct contact information for the Contract Official for the grant. Changes in contact information will include physical address, phone, fax, and e-mail information as well as any updated Memorandum of Understanding. Replacement or changes of DTF officers/staff who are paid directly by the grant or whose salary is used in whole or in part as match to the grant must also be reported the DFA-IGS.
	The sub-recipient agrees to attend any required DFA-IGS sponsored trainings/meetings as deemed necessary as well as other local trainings/meetings.
	The sub-recipient understands that prior written approval is required for subgrant expenditures from federal and/or state funds budgeted in equipment and travel and training line items. The subrecipient shall submit to IGS a written request to purchase small equipment items not approved in the initial budget and submit a written request for use of funds for out-of-state travel and training. Federal and/or state funds budgeted for these purposes shall neither be obligated nor expended until approved by DFA-IGS. All approvals will be transmitted in written form to the subrecipient.



STATE OF ARKANSAS

OFFICE OF INTERGOVERNMENTAL SERVICES

Department of Finance and Administration

1515 West Seventh Street, Suite 400
Post Office Box 8031
Little Rock, Arkansas 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206
<http://www.dfa.arkansas.gov>

The sub-recipient understands that should it fail to comply with the Federal Award Special Conditions and State Terms and Conditions of this subaward, including civil rights requirements, whether stated in a Federal or State statute, regulation, assurance, application, or notice of award, IGS may take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the recipient; (2) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current award; (4) withhold further awards for the project or program and (5) take other remedies that may be legally available.

(Signature of Authorized Official)

(Date)

Molly Rawn

(Print Name)

Mayor

(Title)

(Signature of Fiscal Officer)

12/10/2025

(Date)

Willie Newman

(Print Name)

Fiscal Officer

(Title)



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

REQUEST TO DESIGNATE AN ACTING AUTHORIZED OFFICIAL

SUBGRANT ORGANIZATION	Fayetteville Police Department			
AUTHORIZED OFFICIAL (PRINT NAME)	Molly Rawn, Mayor			
SUBGRANT NUMBER	267331-23WL	SUBGRANT PERIOD:	FROM 10/1/2025	TO 9/30/2025

As the highest-ranking official of the above named organization's governing body, I hereby request the Office of Intergovernmental Services, to recognize the individual listed below as authorized to act on my behalf in matters regarding the above-referenced subgrant and project period.

I will ensure that I am kept appropriately apprised of project performance, expenditures and other areas of administrative responsibility through this individual. I understand and accept that my designation of authority will in no way release this organization from any liability.

This authority specifically allows my designee to execute budget documents and reimbursement requests, and to speak to IGS staff regarding matters related to the grant.

AUTHORIZED OFFICIAL SIGNATURE

DATE

Molly Rawn, Mayor

- ☐ Board President
- ☐ County Judge
- ☒ Mayor
- ☐ Elected Prosecutor
- ☐ Other Authorized Official

PROPOSED ACTING AUTHORIZED OFFICIAL			
PRINT NAME/TITLE	Willie Newman, Support Services Manager		
TELEPHONE NUMBER	479-587-3581	E-MAIL	wnewman@fayetteville-ar.gov

Having read the above referenced subgrant and all attachments, I certify that I will perform on behalf of this organization's authorized official, I am prepared to oversee all matters related to the subgrant in accordance with all state and federal laws and regulations.

ACTING AUTHORIZED OFFICIAL SIGNATURE

DATE 12/10/2025



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH:

FROM: Mike Reynolds, Police Chief

SUBJECT: **2026 Per Capita Jail Fee Agreement with Washington County**

RECOMMENDATION:

Staff recommends the approval of a resolution for the 2026 Per Capita Jail Fee Agreement with Washington County, Arkansas in the amount of \$76,715.87.

BACKGROUND:

The City of Fayetteville and Washington County first entered an Interlocal Agreement for Jail Services on October 19, 2004, following the City of Fayetteville permanently closing its jail. The original agreement, with periodic amendments, requires Washington County to provide fingerprinting, photographs, booking, and jail space for those arrested by the Fayetteville Police Department in exchange for the City paying a set fee for each arrestee. In 2019, the City of Fayetteville paid fees of \$62.00 per booked detainee charged with misdemeanor crimes, with no charge for persons incarcerated for felony crimes. Over 15 years (2004-2019), the City of Fayetteville paid Washington County an average of approximately \$220,000 annually for its jail services.

On September 19, 2019, the Washington County Quorum Court passed Ordinance 2019-60 establishing a municipal daily jail fee of \$63.12 per detainee per day. This daily fee had the potential to significantly multiply our annual payment for jail services. Alternatively, the Washington County Judge proposed a per capita jail fee calculated based on the County jail's projected budget shortfall and population estimates for municipalities that utilize the County jail. The 2025 per capita jail fee for the City of Fayetteville was \$76,421.40 (approximately \$0.81 per resident multiplied by our 2020 population of 93,949).

DISCUSSION:

Once again, Washington County is projecting a shortfall of \$200,000.00 for 2026. Based on the per capita jail fee for 2026, the City of Fayetteville represents approximately 38% of the County's population. This results in a per capita jail fee of \$76,715.87 (approximately \$0.81 per resident multiplied by our 2020 population of 94,311) for Fayetteville. The per capita jail fee is a lump sum payment payable to Washington County.

BUDGET/STAFF IMPACT:

The \$76,715.87 per capita jail fee is budgeted in our 2026 Approved Annual Operating Budget. This agreement has no impact on staffing.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Review Memo, 5. 2026 Per Capita Jail Fee Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2728

A RESOLUTION TO APPROVE THE PER CAPITA JAIL FEE AGREEMENT WITH WASHINGTON COUNTY FOR JAIL SERVICES IN 2026 IN THE AMOUNT OF \$76,715.87

WHEREAS, the City of Fayetteville and Washington County entered into an Interlocal Agreement for Jail Services on October 19, 2004, and the City paid a set booking fee per booked prisoner through 2019; and

WHEREAS, on September 19, 2019, the Washington County Quorum Court passed an ordinance changing the one-time booking fee to a daily jail fee of \$63.12 per prisoner per day for all charges which has the potential to significantly multiply the City's annual payment for jail services; and

WHEREAS, Washington County has developed an alternative per capita jail fee based on the jail's projected budget shortfall and population estimates for municipalities; and

WHEREAS, Chief Reynolds recommends approval of an agreement with Washington County that provides for payment of the per capita fee rather than the daily fee for keeping City of Fayetteville prisoners.

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 Rawn to sign the Per Capita Jail Fee Agreement with Washington County for jail services in 2026 in the total amount of \$76,715.87. A copy of the Agreement is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2025-2728

Item ID

1/6/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Mike Reynolds

12/15/2025

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a resolution for the 2026 Per Capita Jail Fee Agreement with Washington County, Arkansas in the amount of \$76,715.87.

Budget Impact:

1010.200.2900-5315.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 162,672.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 162,672.00

Does item have a direct cost? Yes

Item Cost

\$ 76,715.87

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 85,956.13

V20221130

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 JANUARY 6, 2026

TO: Mayor and City Council
FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

DATE: December 15, 2025

SUBJECT: 2026 Per Capita Jail Fee Agreement with Washington County

RECOMMENDATION:

Staff recommends the approval of a resolution for the 2026 Per Capita Jail Fee Agreement with Washington County, Arkansas in the amount of \$76,715.87.

BACKGROUND:

The City of Fayetteville and Washington County first entered an Interlocal Agreement for Jail Services on October 19, 2004, following the City of Fayetteville permanently closing its jail. The original agreement, with periodic amendments, requires Washington County to provide fingerprinting, photographs, booking, and jail space for those arrested by the Fayetteville Police Department in exchange for the City paying a set fee for each arrestee. In 2019, the City of Fayetteville paid fees of \$62.00 per booked detainee charged with misdemeanor crimes, with no charge for persons incarcerated for felony crimes. Over 15 years (2004-2019), the City of Fayetteville paid Washington County an average of approximately \$220,000 annually for its jail services.

On September 19, 2019, the Washington County Quorum Court passed Ordinance 2019-60 establishing a municipal daily jail fee of \$63.12 per detainee per day. This daily fee had the potential to significantly multiply our annual payment for jail services. Alternatively, the Washington County Judge proposed a per capita jail fee calculated based on the County jail's projected budget shortfall and population estimates for municipalities that utilize the County jail. The 2025 per capita jail fee for the City of Fayetteville was \$76,421.40 (approximately \$0.81 per resident multiplied by our 2020 population of 93,949).

DISCUSSION:

Once again, Washington County is projecting a shortfall of \$200,000.00 for 2026. Based on the per capita jail fee for 2026, the City of Fayetteville represents approximately 38% of the County's population. This results in a per capita jail fee of \$76,715.87 (approximately \$0.81 per resident multiplied by our 2020 population of 94,311) for Fayetteville. The per capita jail fee is a lump sum payment payable to Washington County.

BUDGET/STAFF IMPACT:

The \$76,715.87 per capita jail fee is budgeted in our 2026 Approved Annual Operating Budget. This agreement has no impact on staffing.

Attachments:

2026 Per Capita Jail Fee Agreement

PER CAPITA JAIL FEE AGREEMENT

This Agreement is entered into by and between Washington County, Arkansas ("Washington County") and the City of Fayetteville, Arkansas ("Municipality") and will become binding on the parties upon the signing of this agreement.

W I T N E S S E T H :

WHEREAS, the Washington County Quorum Court passed Ordinance 2019-60 that established a daily rate to be charged to all municipalities for housing of their prisoners in the County Jail; and,

WHEREAS, said Ordinance allows a municipality to enter into a contract with Washington County that establishes an amount to be charged for keeping municipal prisoners at the County Jail in lieu of paying the daily rate; and

WHEREAS, Washington County and the Municipality desire to enter into said agreement in lieu of paying the daily jail rate, as memorialized herein; and

WHEREAS, the per capita fee amount paid each year by the Municipality shall be calculated based upon the projected shortfall in the Maintenance and Operations Budget of the County Jail provided by the County Treasurer during the previous year, as published and provided to the Municipality.

IT IS THEREFORE HEREBY AGREED THAT:

Section 1. Payments. To fund the Washington County Jail's maintenance and operation costs, the Municipality agrees to pay a *per capita* fee based on the population of the Municipality as calculated by the US Census Bureau in their annual population estimates.

Section 2. Annual Review. The Washington County Judge shall request that the Washington County Treasurer estimate the Washington County Jail shortfall amount by September 1st of each year. The County Judge shall send notice to the Municipality of the estimated shortfall amount and the population estimate of the Municipality by October 1st of each year. All notices shall be in writing and shall be provided to the Mayor and Chief of Police¹ of the Municipality.

Section 3. Fee Calculation. The projected shortfall in the County Jail budget shall be divided by the sum of the populations of each Municipality in Washington County and the population of the unincorporated portions of Washington County to determine the per capita fee.

Section 4. Agreement Due Date. Any Municipality that chooses to participate in the per capita fee payment in lieu of the daily rate fee shall provide a signed agreement to the Washington County Judge by December 31st of each year. Any Municipality that does not provide a signed agreement to the County Judge by December 31st of each year shall pay the daily rate as established by Ordinance of the Washington County Quorum Court.

¹ For a Municipality that does not have a Chief of Police, the notice shall be sent to the Mayor of said Municipality.

Section 3. Payment Due Date. The Municipality shall pay the per capita fee amount by February 1st of each year. Any Municipality that enters into this Agreement that fails to pay by February 1st of each year shall be charged, retroactively, the daily rate as established by Ordinance of the Washington County Quorum Court.

Section 4. Ratification. If a Municipality fails to ratify this agreement, that Municipality shall be charged the daily rate as established by Ordinance of the Washington County Quorum Court.

Section 6. Duration. This Agreement shall become effective on January 1st of each year and shall end on December 31st of each year. This Agreement may be renewed for an additional year via a contract addendum with updated data and executed by the Municipality and Washington County by December 31st of each year.

Section 7. Non-appropriation. Notwithstanding anything contained in this Agreement to the contrary, if a County or City fails to appropriate funds for subsequent periods within the term of this Agreement, the County or City shall not be obligated to make payment(s) beyond the then-current fiscal appropriation period provided that once an appropriation is made, the County or City is obligated to provide funds for that appropriation period.

Section 9. Ownership and Disposition of Property. Washington County owns and will continue to own all property used by the County Jail. The Municipality will have no legal authority, right, or title to the facility that houses the County Jail or the personal property contained therein.

THIS SPACE INTENTIONALLY LEFT BLANK

Section 10. Per Capita Jail Fee Amount. The per capita jail fee amount charged to the Municipality for the fiscal year 2026, shall be as follows:

City	2020 Population Estimates *	Per Capita Amount
Washington County	39,985	32,525.12
Elkins	3,602	2,929.99
Elm Springs	1,896	1,542.27
Farmington	7,584	6,169.09
Fayetteville	94,311	76,715.87
Goshen	2,102	1,709.84
Greenland	1,223	994.83
Johnson	3,609	2,935.69
Lincoln	2,294	1,866.02
Prairie Grove	7,045	5,730.65
Springdale	75,223	61,189.02
Tontitown	4,301	3,498.58
West Fork	2,331	1,896.12
Winslow	365	296.90
TOTAL POPULATION WASHINGTON COUNTY	245,871	200,000

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signed by:


Washington County Judge

Dec 11, 2025 | 9:48 AM CST

Date

Mayor of Fayetteville

Date

DocuSigned by:


25FD0BAF16DC448...

Certificate Of Completion

Envelope Id: 3C26E1B1-91E8-4EE1-93AC-3E08A9DAD945
Subject: Complete with Docusign: Fayetteville Per Capita Jail Fee Agreement 2026.pdf
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:
JESSICA PASCHAL
280 N. College Ave., Suite 500
Fayetteville, AR 72701
jpaschal@washingtoncountyar.gov
IP Address: 96.43.48.226

Record Tracking

Status: Original
12/10/2025 3:17:00 PM

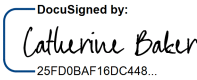
Holder: JESSICA PASCHAL
jpaschal@washingtoncountyar.gov

Location: DocuSign

Signer Events

Catherine Baker
catherine.baker@washingtoncountyar.gov
Deputy County Attorney
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

25FD0BAF16DC448...

Signature Adoption: Pre-selected Style
Using IP Address: 96.43.48.226

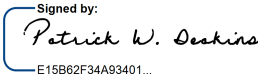
Timestamp

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Viewed: 12/11/2025 8:33:57 AM
Signed: 12/11/2025 8:34:03 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Patrick W. Deakins
pdeakins@washingtoncountyar.gov
County Judge
Washington County
Security Level: Email, Account Authentication (None)

Signed by:

E15B62F34A93401...

Signature Adoption: Pre-selected Style
Using IP Address: 96.43.48.226

Sent: 12/11/2025 8:34:04 AM
Viewed: 12/11/2025 9:48:13 AM
Signed: 12/11/2025 9:48:25 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Molly Rawn
mayor@fayetteville-ar.gov
Security Level: Email, Account Authentication (None)

Sent: 12/11/2025 9:48:26 AM
Viewed: 12/11/2025 12:28:25 PM

Electronic Record and Signature Disclosure:
Accepted: 12/11/2025 12:28:25 PM
ID: 70a3192d-3b28-4717-b771-5cb706bb4f36

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/11/2025 12:28:25 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: blester@co.washington.ar.us

To advise Washington County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at blester@co.washington.ar.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to blester@co.washington.ar.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to blester@co.washington.ar.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We need the reason for your withdrawal.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Washington County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Washington County during the course of my relationship with you.



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council
THROUGH:
FROM: Mayor Rawn
SUBJECT: **Re-Adopt the City's Non-Residential Parking Ratios in Section 172.05**

RECOMMENDATION:

Re-adoption of the City's non-residential parking ratios which were inadvertently removed when Ordinance 6864 was codified.

BACKGROUND:

On May 6, 2025, the City Council passed Ordinance 6864 which addressed the City's residential parking regulations including the adoption of new parking ratios for residential uses and, when the ordinance was codified, the non-residential parking ratios were inadvertently removed from Table 3 in Section 172.05.

DISCUSSION:

The non-residential parking ratios should be re-adopted in Table 3 of Section 172.05.

BUDGET/STAFF IMPACT:

n/a

ATTACHMENTS: 3. Exhibit A - 172.05 Table 3 Non-Residential Parking Ratios, 4. Agenda Request - Mayor Rawn - Non-Residential Parking Ratios



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2225

AN ORDINANCE TO RE-ADOPT THE CITY'S NON-RESIDENTIAL PARKING RATIOS IN § 172.05 STANDARDS FOR THE NUMBER OF SPACES BY USE

WHEREAS, on May 6, 2025, the City Council passed Ordinance 6864 which addressed the City's residential parking regulations including the adoption of new parking ratios for residential uses; and

WHEREAS, when the ordinance was codified, the non-residential parking ratios were inadvertently removed from Table 3 and need to be formally re-adopted.

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 § 172.05 **Standards for the Number of Spaces by Use** of the Unified Development Code by re-adopting the non-residential parking ratios in Table 3 as shown in Exhibit A attached hereto and made a part hereof.

EXHIBIT A

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 sq. ft. of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats

College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School—elementary and junior high	1 per employee plus 1 space per classroom
School—senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space

Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

AGENDA REQUEST FORM

FOR: Council Meeting of January 6, 2026

FROM: Mayor Molly Rawn

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO RE-ADOPT THE CITY'S NON-RESIDENTIAL
PARKING RATIOS IN § 172.05 **STANDARDS FOR THE NUMBER OF
SPACES BY USE**

APPROVED FOR AGENDA:

Approved by email

Mayor Molly Rawn

Acknowledgement

12/11/2025

Date

/s/ Blake Pennington

Blake Pennington

Approved as to form

12/11/25

Date

ORDINANCE NO. _____

**AN ORDINANCE TO RE-ADOPT THE CITY’S NON-RESIDENTIAL PARKING RATIOS
IN § 172.05 STANDARDS FOR THE NUMBER OF SPACES BY USE**

WHEREAS, on May 6, 2025, the City Council passed Ordinance 6864 which addressed the City’s residential parking regulations including the adoption of new parking ratios for residential uses; and

WHEREAS, when the ordinance was codified, the non-residential parking ratios were inadvertently removed from Table 3 and need to be formally re-adopted.

**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 § 172.05 **Standards for the Number of Spaces by Use** of the Unified Development Code by re-adopting the non-residential parking ratios in Table 3 as shown in Exhibit A attached hereto and made a part hereof.

EXHIBIT A

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 sq. ft. of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats

College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School—elementary and junior high	1 per employee plus 1 space per classroom
School—senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

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Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

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Neighborhood park	None
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Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Jonathan Curth, Development Services Director
Keith Macedo, Chief of Staff
Justin Bland
City Engineer

FROM: Alan Pugh, Staff Engineer
Jessica Masters, Planning Director

SUBJECT: **ADM-2025-0048: Administrative Item (W. CENTER ST & S. GREGG AVE/CAMDEN COURT, 522): Submitted by OLSSON for property located at W. CENTER ST & S. GREGG AVE. in WARD 2. The property is zoned MSC, MAIN STREET CENTER contains approximately 0.62 acres. The request is for the reduction of the streamside protection zone.**

RECOMMENDATION:

City staff recommend denial and the Planning Commission recommend approval with conditions of a request to remove a portion of the Streamside Protection zone from the subject property as described and shown in the attached Exhibits 'A' and 'B'. Conditions include:

1. Removing this section of the Streamside Protection Zone shall only be in effect following the issuance of a building permit for a mixed-use structure that is substantially similar to that submitted with the applicant's request.
2. The proposed development will implement low-impact development (LID) strategies and water quality improvements that go beyond minimum compliance — including stilling basins, velocity dissipation, and native planting zones designed to reduce pollutant loads before outflow enters the restored natural segment downstream. These are to be reviewed and approved by the City's Floodplain Administrator.

BACKGROUND:

The subject property is located in downtown Fayetteville at the southwest corner of the intersection of W Center St and S Gregg Ave. The property contains approximately 0.6 acres, is zoned MSC, Main Street Corner, and was previously occupied by a small apartment complex which was demolished in 2021 in part due to fire damage. The property currently contains a small parking area that previously served the apartment complex. There is also a portion of the Tanglewood Branch stream running across the western and southwestern extents of the property. This parking area does encroach into the streamside zones associated with the Tanglewood Branch as the site was developed prior to the Streamside Protection ordinance enactment in 2011.

Request: The request is to remove approximately 289 LF of Tanglewood Branch from the streamside protection zone. The applicant has indicated an intent to redevelop the site with a mixed-use structure that will

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

partially serve as off-site parking for a hotel property to the north.

Public Comment: Two members of the public spoke in opposition to the request with concerns about the loss of natural habitat and concerns about maintaining the natural stream adjacent to the City's investment in the Lower Ramble to the south.

DISCUSSION:

At the December 8, 2025 Planning Commission meeting, a vote of 6-1-1 forwarded the request to City Council with a recommendation of approval, with some conditions as recommended by staff. Commissioner Payne opposed the request, and Commissioner Cabe recused. Staff recommended denial of the request. While staff acknowledges the potential benefits of new development near downtown, the proposal is inconsistent with the Streamside Protection ordinance, which was passed in 2011. The intent of the ordinance is to prevent stream encroachment and degradation. The ordinance emphasizes preserving the natural functions of streams and their vegetated buffers, including water quality protection, erosion control, habitat support, floodwater storage, and ecological integrity. The potential to culvert a stream eliminates these essential functions, and staff recommends denial of the request accordingly.

Planning Commissioners discussed the item at length, and ultimately found that the applicant's requested project was in-line with the City's broader land use goals, especially for a site close to downtown. Commissioners asked questions about the recommended conditions by staff, and wanted to ensure that the conditions were written in such a way to prevent this area from being removed from the Streamside Protection zone without ensuring that the applicant's proposed project was ultimately built in the way it had been portrayed. At the previous November 24, 2025 Planning Commission, the applicant presented the development associated with the streamside protection amendment, which includes an off-site parking lot for a nearby hotel that is currently under construction. Based on the phasing plan of that associated structure, Planning Commissioners wanted to ensure that the applicant would not simply obtain a certificate of occupancy for a parking garage, and then not complete the rest of the building. Finding that the applicant gave a sufficient response with their stated intent to construct the building as a whole and working through a phased occupancy with the Building Safety Division, Commissioners forwarded the request with the conditions as recommended by staff.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2651

AN ORDINANCE TO APPROVE AN AMENDMENT TO THE STREAMSIDE PROTECTION ZONE MAPPING FOR PROPERTY LOCATED AT WEST CENTER STREET AND GREGG AVENUE

WHEREAS, on December 8, 2025, the Planning Commission approved a conditional use permit for off-site parking at the southwest corner of the intersection of West Center Street and South Gregg Avenue to serve the Park Hotel; and

WHEREAS, the subject property contains a portion of the Tanglewood Branch stream running across the western and southwestern extents of the property and the conditional use permit was approved subject to the condition that “a determination of streamside encroachment or streamside protection zone removal shall be made prior to the issuance of any grading or building permits on the property”; and

WHEREAS, the applicant has requested that the City Council remove a portion of the Tanglewood Branch from the streamside protection zone mapping to allow for the construction of the parking structure and building on top of that portion of the stream; and

WHEREAS, the Planning Commission ultimately found that the applicant’s requested project aligns with the City’s broader land use goals and recommends approval of the request.

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 approves and adopts an amendment to the streamside protection zone mapping for property located at West Center Street and Gregg Avenue as shown on the map attached as Exhibit A.

Section 2: This amendment to the Streamside Protection Zone map is subject to and shall not take effect until the following conditions have been satisfied:

1. Issuance of a building permit for a mixed-use structure that is substantially similar to that submitted with the applicant’s request.
2. The proposed development will implement low-impact development (LID) strategies and water quality improvements that go beyond minimum compliance – including stilling basins, velocity dissipation, and native planting zones designed to reduce pollutant loads before outflow enters the restored natural segment downstream that are to be reviewed and approved by the City’s

Floodplain Administrator.

City of Fayetteville Staff Review Form

2025-2651

Item ID

1/6/2026

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

Jonathan Curth

12/19/2025

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2025-0048: Administrative Item (W. CENTER ST & S. GREGG AVE/CAMDEN COURT, 522): Submitted by OLSSON for property located at W. CENTER ST & S. GREGG AVE. in WARD 2. The property is zoned MSC, MAIN STREET CENTER contains approximately 0.62 acres. The request is for the reduction of the streamside protection zone.

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:

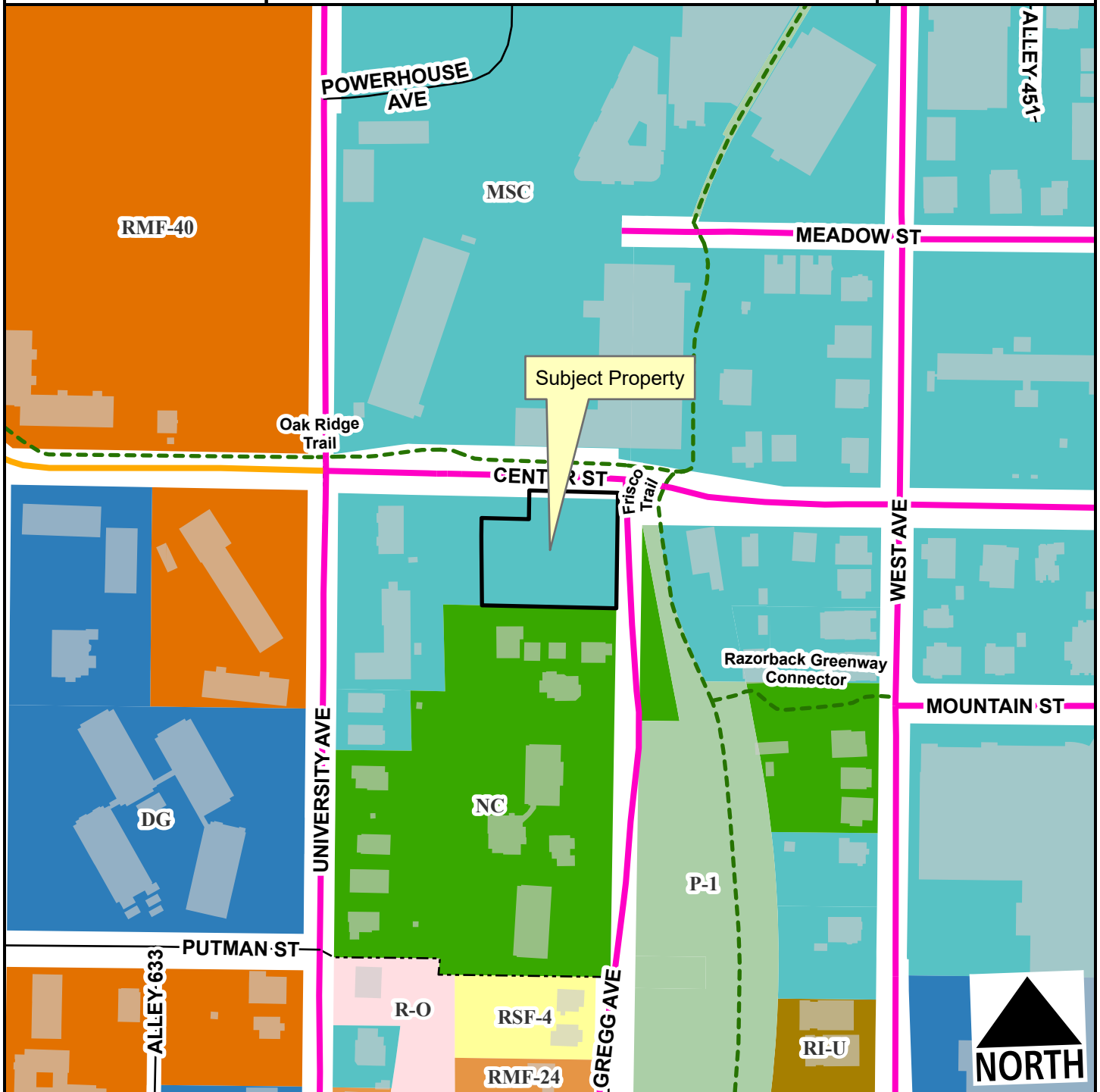
Comments:

ADM-2025-0048

Close Up View

W. CENTER ST & S. GREGG AVE

EXHIBIT A



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District

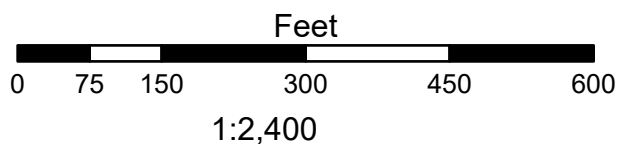
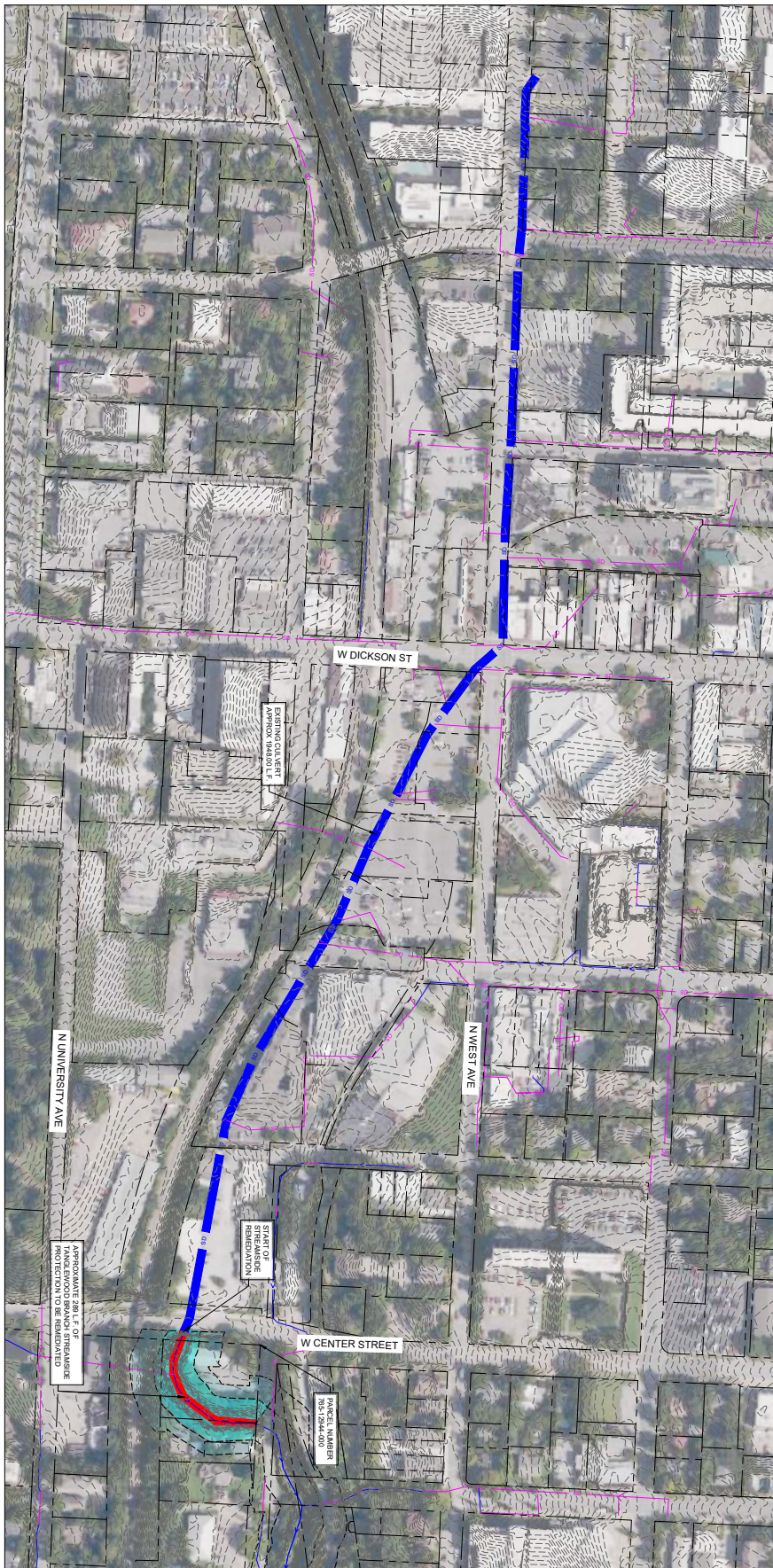


EXHIBIT B



Existing Culvert	1,978 LF	87%
Proposed Remediation	289 LF	13%
Total Length	2,267 LF	

LEGEND	
	PROPERTY/VEGETATION LINE
	EAST CONTOUR
	EXISTING STREAM CENTERLINE
	STREAMSIDE PROTECTION BOUNDARY
	EXISTING MAIN STORM CULVERT
	PROPOSED STREAMSIDE ENCROACHMENT
	STREAMSIDE PROTECTION ZONE 1 - TO BE REMEDIATED
	STREAMSIDE PROTECTION ZONE 2 - TO BE REMEDIATED

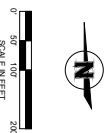
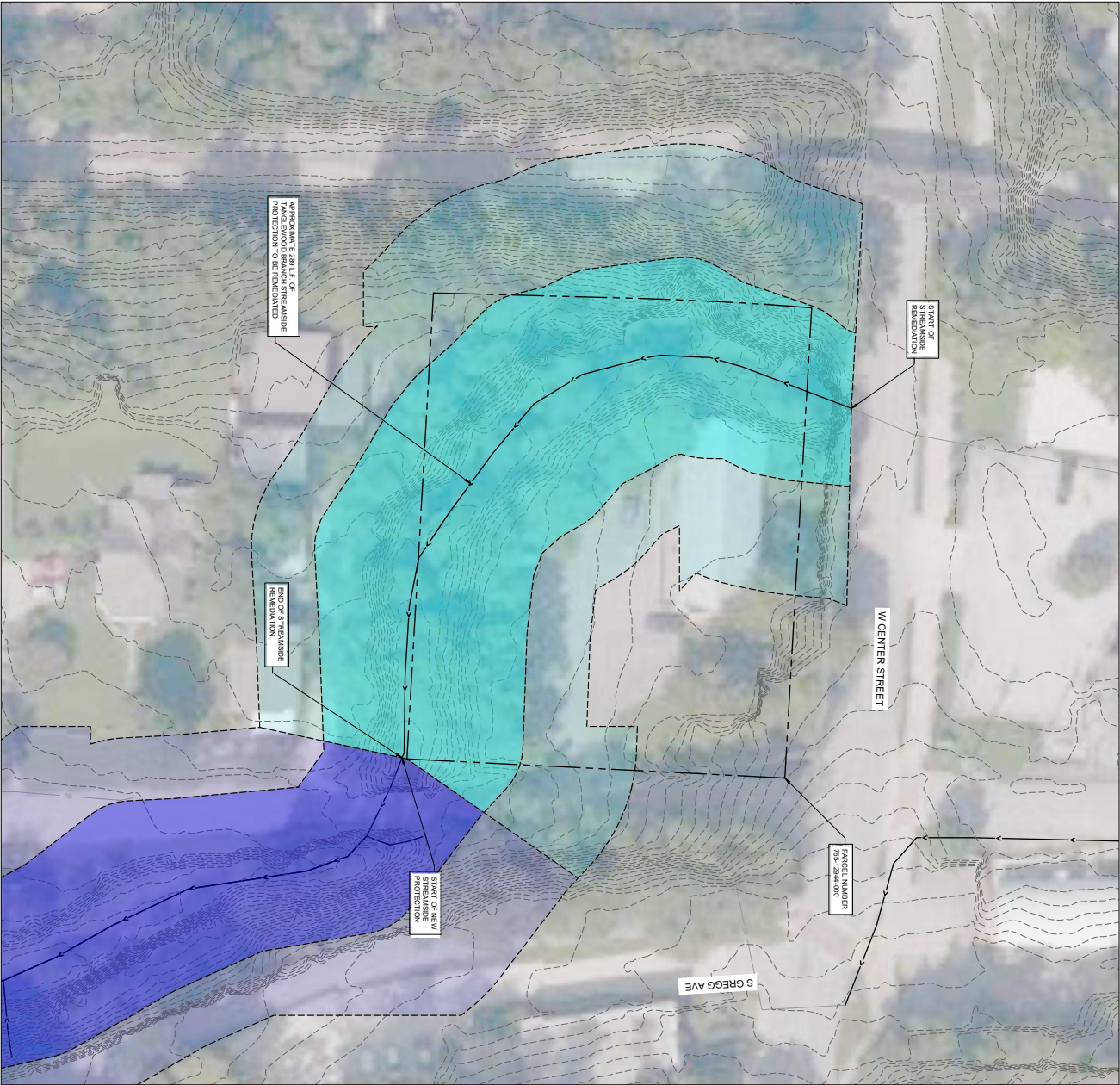


EXHIBIT B

F:\2024\00001-00500024-00286-A\40-Design\Exhibits\Streamside Protection\AutoCAD\streamside protection sheet.dwg
DATE: Oct 28, 2025 1:48pm USER: igmwh



LEGEND

- PROPERTY/EASE LINE
- EXIST. CONTOUR
- EXIST. STREAM CENTER LINE
- EXISTING STREAM CENTERLINE
- STREAMSIDE PROTECTION BOUNDARY
- STREAMSIDE PROTECTION ZONE 1 - TO BE REMEDIATED
- STREAMSIDE PROTECTION ZONE 2 - TO BE REMEDIATED
- STREAMSIDE PROTECTION ZONE 1 - TO BE REMEDIATED
- STREAMSIDE PROTECTION ZONE 2 - TO BE REMEDIATED



537 North State Boulevard
Suite 310
Fayetteville, AR 72703
TEL: 479.453.3424
FAX: 479.453.3424
www.olsson.com
Olsson - Engineering
Arkansas C.O.A.#1070

EXHIBIT B
PROPOSED STREAMSIDE REDUCTION

FAYETTEVILLE, AR

2025

EXHIBIT B



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director
Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

MEETING DATE: December 8, 2025 **Updated with final results**

SUBJECT: **ADM-2025-0048: Administrative Item (W. CENTER ST & S. GREGG AVE/CAMDEN COURT, 522):** Submitted by OLSSON for property located at W. CENTER ST & S. GREGG AVE. The property is zoned MSC, MAIN STREET CENTER contains approximately 0.62 acres. The request is for the reduction of the streamside protection zone.

RECOMMENDATION:

Staff recommends denial of **ADM-2025-0048**.

RECOMMENDED MOTION:

*"I move to approve **ADM-2025-0048**, determining:*

- In favor of the request to modify the Streamside Protection Mapping, and*
- In favor of all other conditions as recommended by staff."*

BACKGROUND:

The subject property is located on the southwest corner of the intersection of W Center St and S Gregg Ave, contains approximately 0.6 acres and is zoned MSC, Main Street Corner. The property was previously occupied by a small apartment complex which was demolished in 2021 in part due to damage from a previous fire. The property currently contains a small parking area that previously served the apartment complex. The parking area the previous building did encroach into the streamside zones as they were developed prior to the ordinance enactment in 2011. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Commercial/Residential	MSC, Main Street Corner
South	Residential	NC, Neighborhood Conservation
East	Commercial/Residential and Institutional	P-1, Institutional; MSC, Main Street Corner
West	Residential, Commercial	MSC, Main Street Corner

Request: The request is to remove approximately 289 LF of Tanglewood Branch from the streamside protection zone. The applicant has indicated an intent to redevelop the site with a mixed-use structure that will partially serve as off-site parking for a hotel property to the north.

Public Comment: To date, staff has received no public comment regarding this request.

DISCUSSION:

The applicant desires to construct a parking garage with a mixed-use development of residential and commercial uses. The parking garage would, in part, serve as offsite parking for the Park Hotel currently under construction at 500 W Spring. The ability to utilize this area as offsite parking is considered under CUP-2025-0051. The remainder of the development would include both residential and commercial uses along with parking for those uses. As a portion of the development, the applicant is requesting to remove the natural stream by placing it underground within a culvert system and build the parking structure/building on top of the stream to maximize the available space for development.

While staff understands the potential benefits of additional residential and commercial uses in an area close to downtown, the proposal is not in keeping with the streamside protection ordinance approved in 2011. The ordinance was passed to stop encroachment of the natural stream system in the city and the stream degradation that it causes. When the ordinance was initially passed, much of the reasoning is included in the information below:

“The purpose of this ordinance is to ensure that streams and adjacent lands fulfill their natural functions. Streams have the primary natural functions of conveying storm and ground water, storing floodwater and supporting aquatic and other life. Vegetated lands adjacent to the stream channel serve as a buffer to protect the streams’ ability to fulfill its natural functions. Primary natural functions of the buffer include:

- *Restoring and maintaining the chemical, physical, and biological integrity of the water resources;*
- *Removing pollutants delivered from urban stormwater;*
- *Reducing erosion and sediment entering the stream;*
- *Stabilizing stream banks;*
- *Providing infiltration of stormwater runoff;*
- *Maintaining base flow of streams;*
- *Contributing the organic matter that is a source of food and energy for the aquatic ecosystem;*
- *Providing tree canopy to shade streams and promote desirable aquatic organisms;*
 - *Providing storage for floodwaters;*
 - *Providing riparian habitat for wildlife; and*
 - *Furnishing scenic value and recreational opportunity.*

Culverting streams removes all natural functions of streams and, regardless of the amount, directly conflicts with the goals and intent of the streamside protection ordinance. For this reason, staff recommends denial of the request.

RECOMMENDATION: Staff recommends denial of **ADM-2025-0048**. **Should Planning Commission recommend forwarding this item to City Council, staff have offered conditions of approval as follows:**

Conditions of Approval:

1. Removing this section of the Streamside Protection Zone shall only be in effect following the issuance of a building permit for a mixed-use structure that is substantially similar to that submitted with the applicant’s request.
2. The proposed development will implement low-impact development (LID) strategies and water quality improvements that go beyond minimum compliance — including

stilling basins, velocity dissipation, and native planting zones designed to reduce pollutant loads before outflow enters the restored natural segment downstream. These are to be reviewed and approved by the City's Floodplain Administrator.

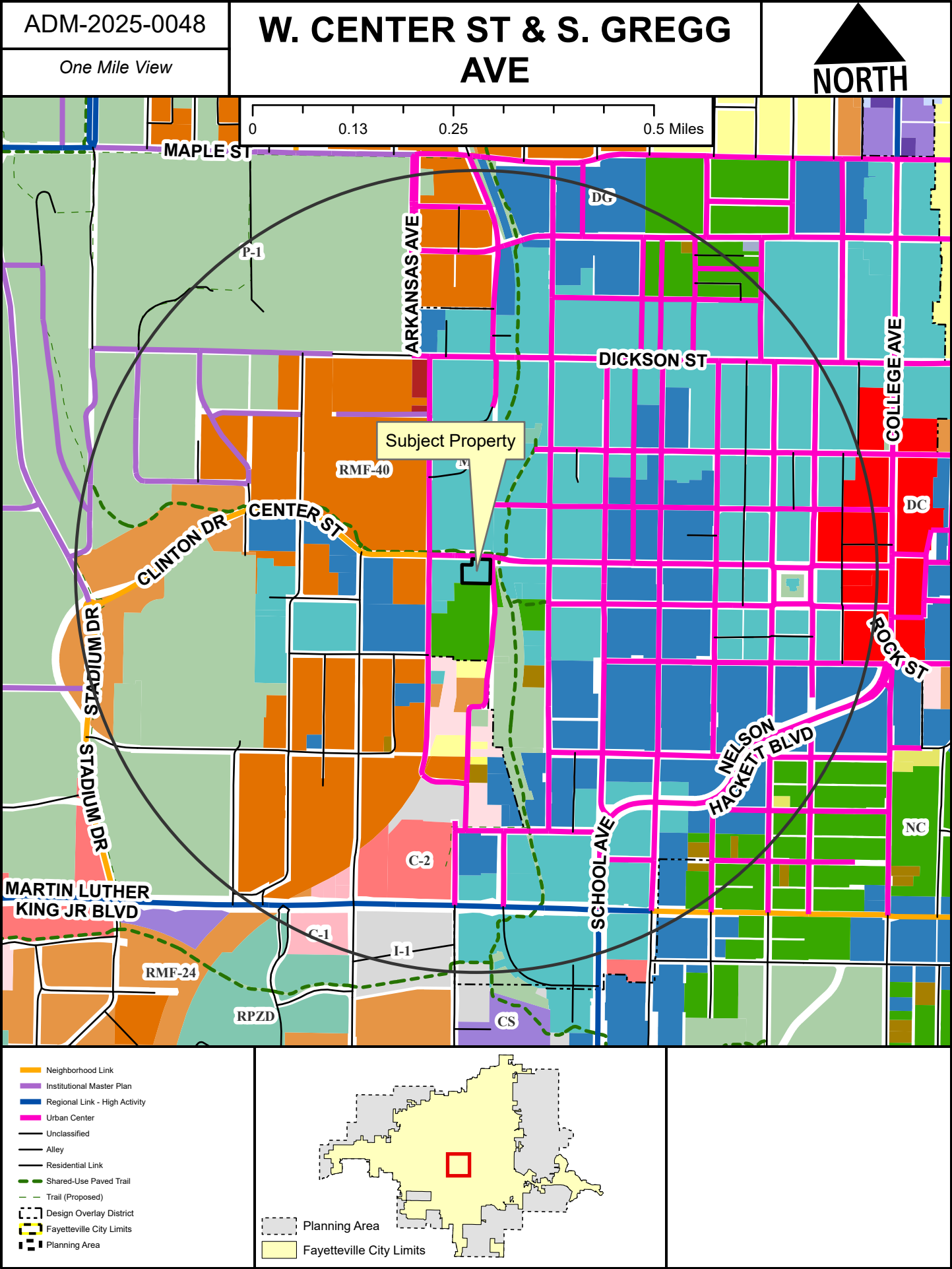
PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>December 8, 2025</u>	☒ Forwarded	☐ Approved	☐ Denied
Motion: Werner	with all conditions as recommended by staff.		
Second: Castin			
Vote: 6-1-1 (Payne opposed, Cabe recused)			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- One Mile Map
- Close-up Map
- Current Land Use Map
- Applicant Request Letter and Exhibits



Planning Commission

December 8, 2025

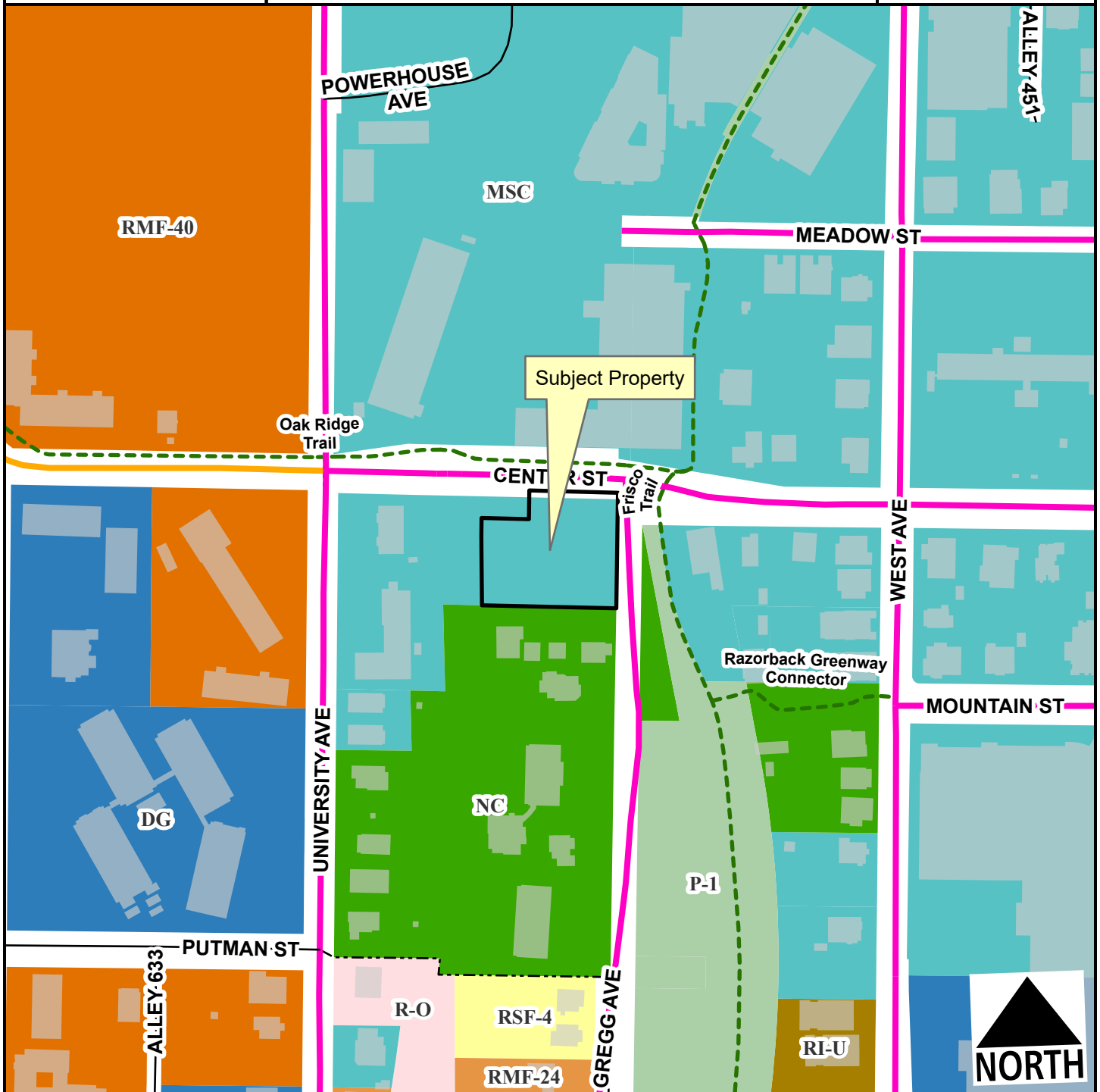
ADM-2025-0048 (CAMDEN COURT)

Page 4 of 23

ADM-2025-0048

Close Up View

W. CENTER ST & S. GREGG AVE



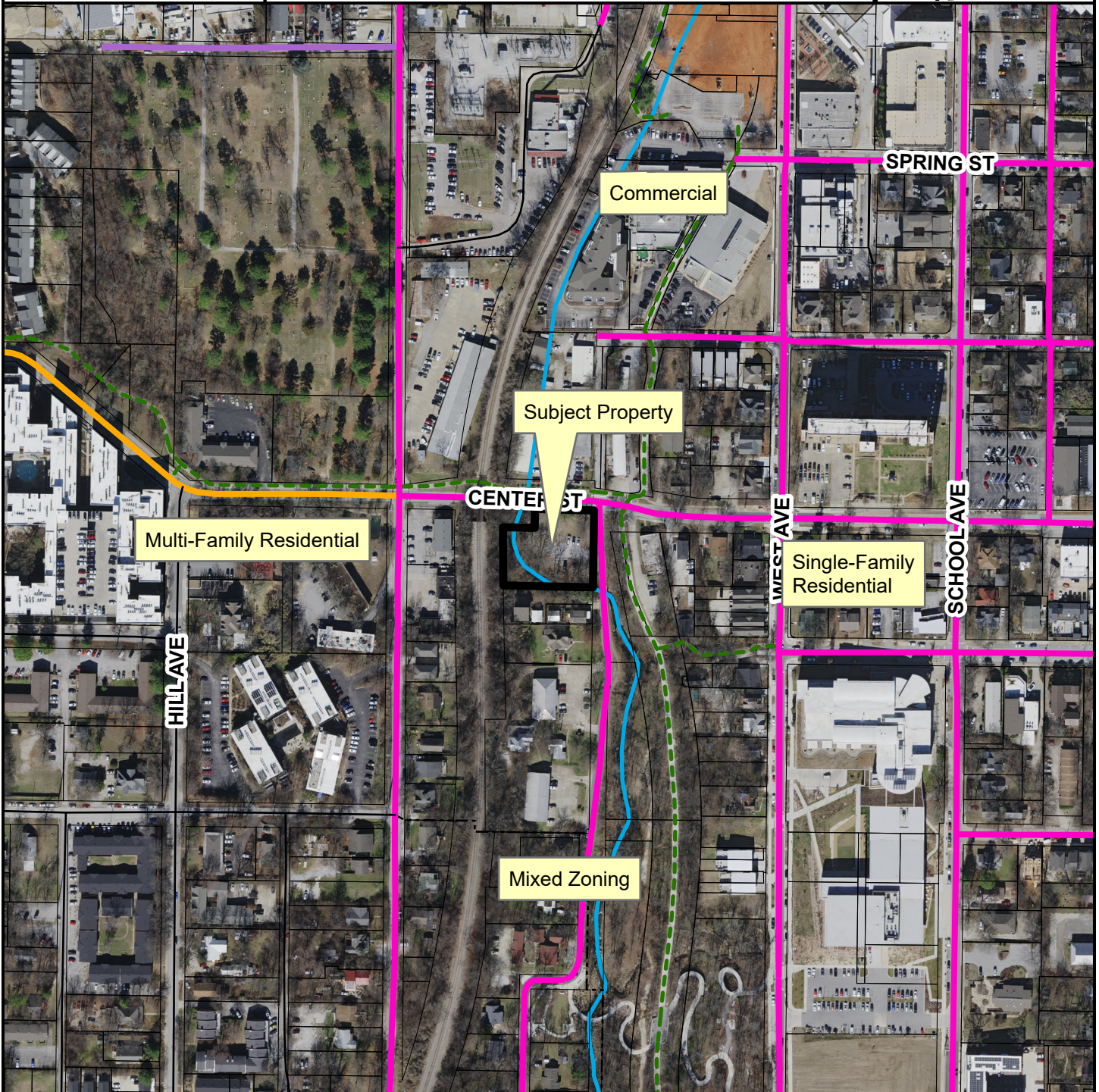
- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District



ADM-2025-0048

W. CENTER ST & S. GREGG AVE

Current Land Use



- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



October 29, 2025

City of Fayetteville

Attn: Mr. Alan Pugh, PE
125 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Alan Pugh, PE:

On behalf of our client, Olsson respectfully submits this request for an amendment to the Streamside Protection Map to remove approximately 289 linear feet (LF) of mapped streamside protection zone along Tanglewood Branch, located within the planned Camden Court development site located at the SWC of Center and Gregg Street.

This request seeks to realign the mapped boundary to reflect the true hydrologic and ecological conditions of this section of the watershed while allowing for a neighborhood-scale development that strengthens the existing urban fabric and provides net water quality improvements to the community.

Context and Existing Conditions

The section of Tanglewood Branch in question currently functions as a short, channelized transition between two enclosed (culverted) reaches of the stream. Specifically:

- The Tanglewood Branch is fully enclosed (hard-piped) from its headwaters approximately 1,948 LF north of the site, conveying flow underground through much of the urbanized corridor.
- The short open segment on the subject property offers limited ecological value, as it transitions almost immediately back into a culvert just downstream.
- Downstream of the Gregg Avenue crossing, the stream resumes as a natural, stable channel that continues south until joining Spout Spring Branch, where meaningful ecological functions are restored.

Given these conditions, the mapped streamside protection zone in this location does not accurately represent the functional extent of the active riparian system.

Rationale for Amendment

The proposed map amendment would extend the currently culverted reach approximately 289 LF downstream to the next culvert crossing beneath Gregg Avenue. This adjustment would:

1. Improve accuracy of the City's Streamside Protection Map to better reflect the true hydrologic continuity of Tanglewood Branch.

2. Allow for a context-sensitive infill development that complements surrounding land uses, reinforces pedestrian connectivity, and aligns with Fayetteville's City Plan 2040 goals for compact growth and neighborhood reinvestment.
 - a. Goal #1 "We will make appropriate infill and revitalization our highest priority."
-City Plan 2040, Updated 6/1/2020
3. Incorporate modern stormwater management practices, including enhanced water quality treatment prior to discharge, achieving a measurable net benefit to downstream conditions relative to the existing state.
4. Remove a protection area that currently provides minimal ecological or habitat function, focusing the City's environmental protection efforts on the fully natural downstream reaches where riparian integrity remains intact.

Environmental Stewardship and Public Benefit

The proposed development will implement low-impact development (LID) strategies and water quality improvements that go beyond minimum compliance — including stilling basins, velocity dissipation, and native planting zones designed to reduce pollutant loads before outflow enters the restored natural segment downstream.

Moreover, the project will enhance the surrounding neighborhood through improved connectivity, aesthetic design, and public realm integration. Aligning the Streamside Protection Map with existing hydrology ensures that environmental policy continues to serve both ecological function and community benefit in balance.

We respectfully request that staff consider this amendment and initiate the review process for the proposed adjustment. Our team welcomes the opportunity to provide supporting exhibits, hydrologic mapping, and environmental documentation as needed to assist in the City's evaluation.

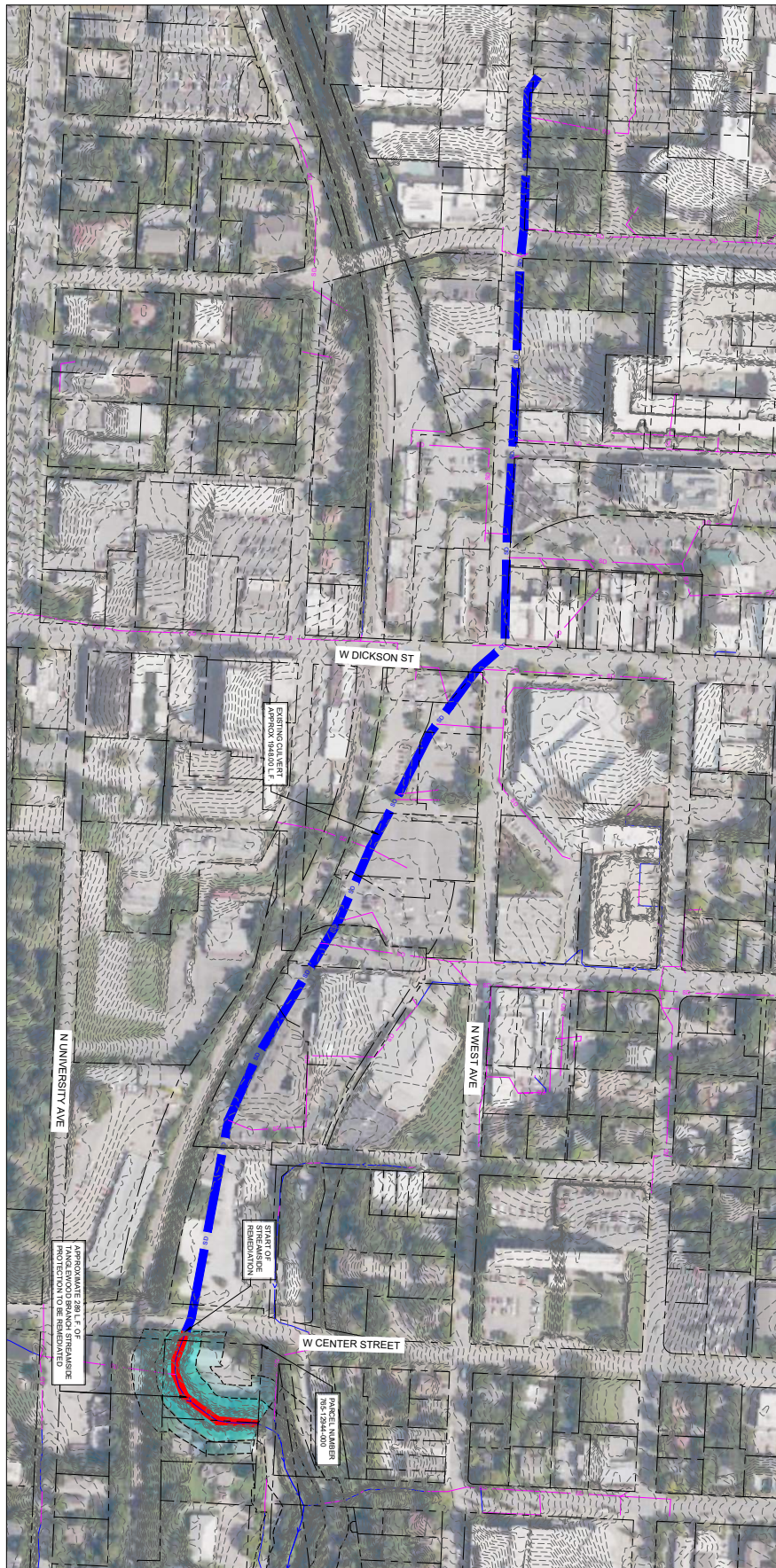
Thank you for your time and consideration of this request. We appreciate the City's commitment to thoughtful planning and environmental stewardship and look forward to continued collaboration. Should you have any questions, please contact me at 479.443.3404 or at mloos@olsson.com.

Sincerely,



Matthew Loos, PE
Olsson Vice President

Enclosed:
Exhibit A – Overall Townbranch Extents
Exhibit B – Proposed Streamside Reduction
Exhibit C – Concept Plat Site Plan & Renderings



Existing Culvert	1,978 LF	87%
Proposed Remediation	2,297 LF	13%
Total Length	2,297 LF	

LEGEND	
	PROPERTY/LEASE LINE
	EAST CONTOUR
	STREAM CENTER LINE
	STREAMBANK PROTECTION BOUNDARY
	EXISTING MAIN STORM CULVERT
	PROPOSED STREAMBANK ENCROACHMENT
	STREAMBANK PROTECTION ZONE 1 - TO BE REMEDIATED
	STREAMBANK PROTECTION ZONE 2 - TO BE REMEDIATED

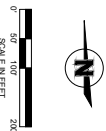
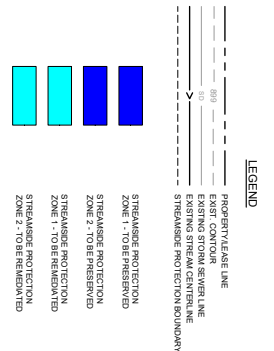
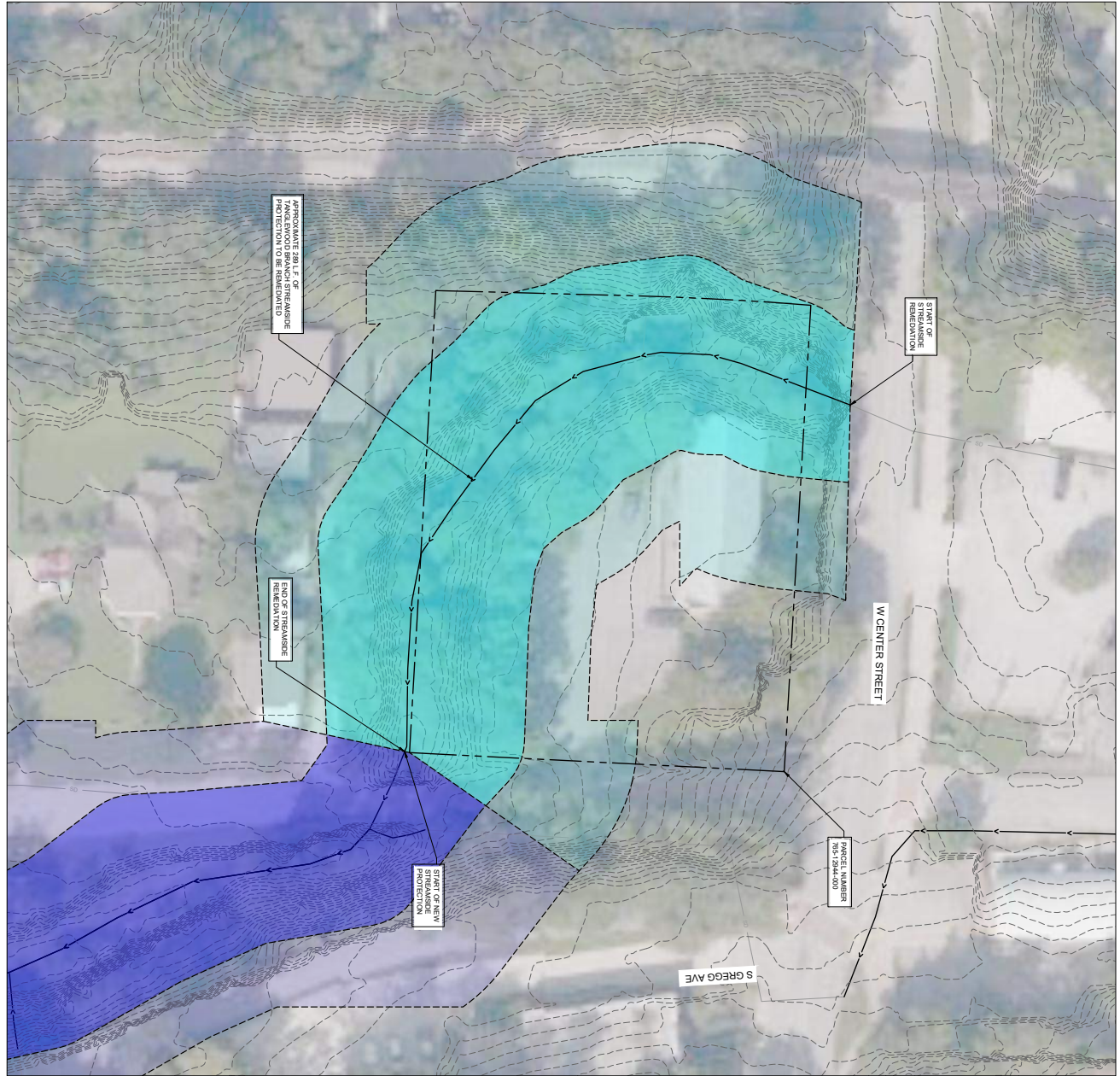


EXHIBIT A OVERALL TANGLEWOOD BRANCH EXTENT	
FAYETTEVILLE, AR	2025

Planning & Design
 December 8, 2025
 ADM-2025-0048 (CAMDEN COURT)

Olsson

3507 North State Street
 Suite 310
 Fayetteville, AR 72703
 TEL: 479.453.3424
 FAX: 479.453.3425
 olsson.com
 Owner - Engineering
 Arkansas C.O.A. # 9705



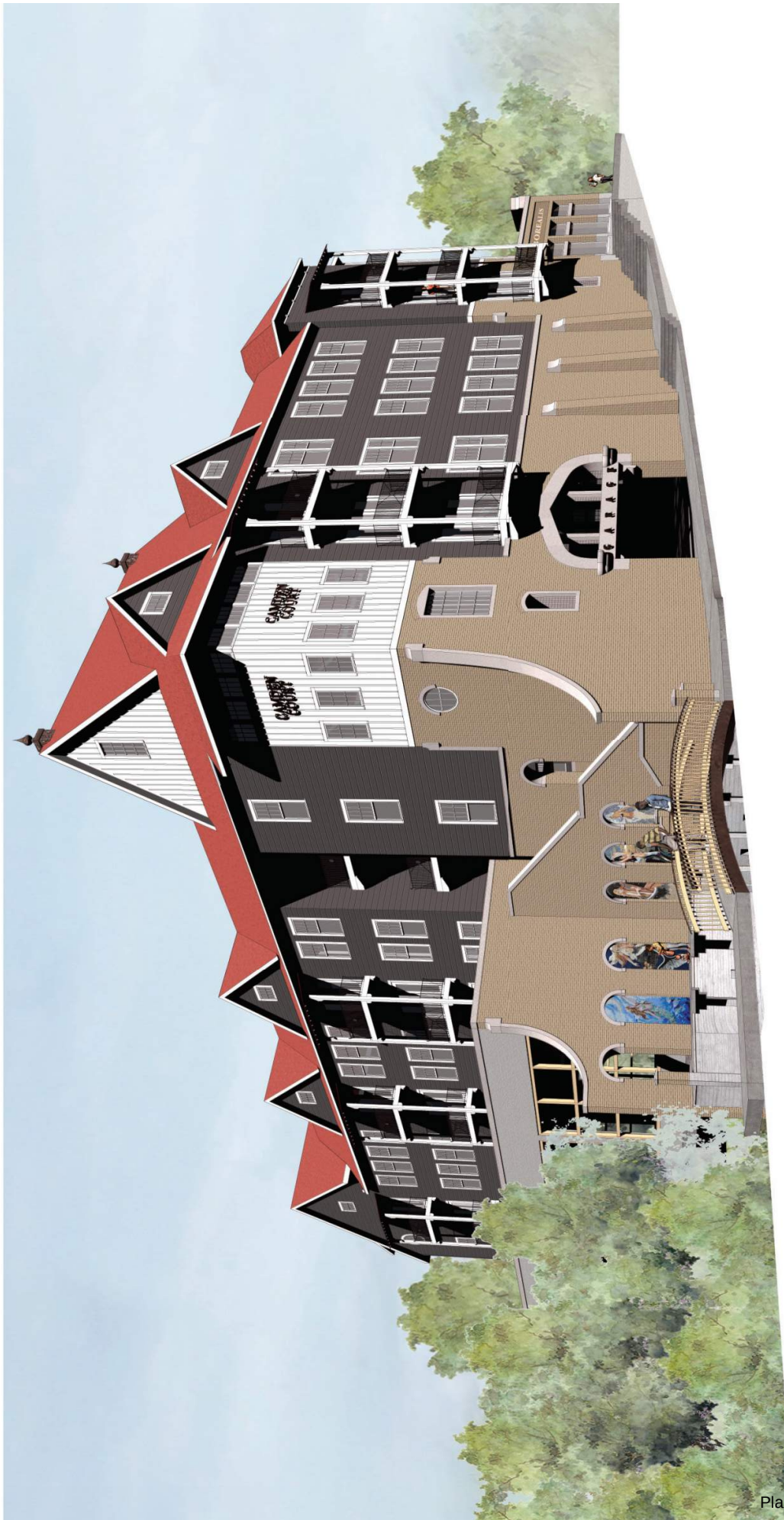
537 N. Main Street
 Suite 310
 Fayetteville, AR 72703
 TEL: 479.453.3404
 FAX: 479.453.3405
 olsson.com
 Olsson - Engineering
 Arkansas C.O.A. #1070

olsson
 Planning & Engineering
 December 8, 2025

ADM-2025-0048 (CAMDEN COURT)

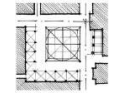
EXHIBIT B	EXHIBIT B PROPOSED STREAMSIDE REDUCTION		2025
	FAYETTEVILLE, AR		
	drawn by: JMW checked by: JMW date: 10/28/2025 scale: AS SHOWN		



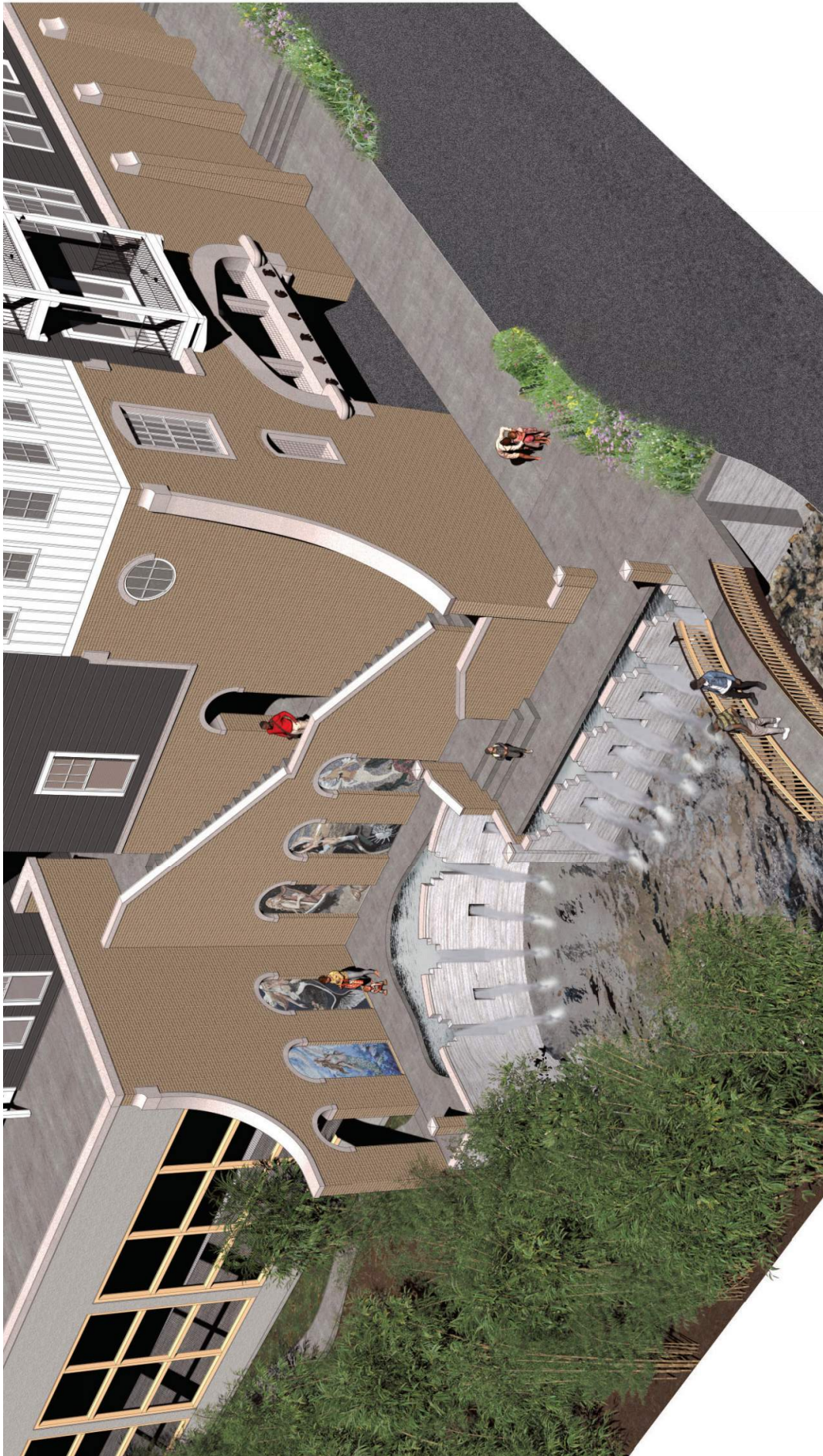




CAMDEN COURT
 COURTYARD BUILDING & BLOCK, LLC
 MAY 21, 2025



VIEW OF NORTHWEST CORNER



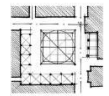


AERIAL VIEW OF STREAMSIDE APPRECIATION AREA

 1



NORTH ELEVATION



CAMDEN COURT

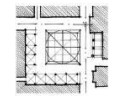
COURTYARD BUILDING & BLOCK, LLC

MAY 21, 2025

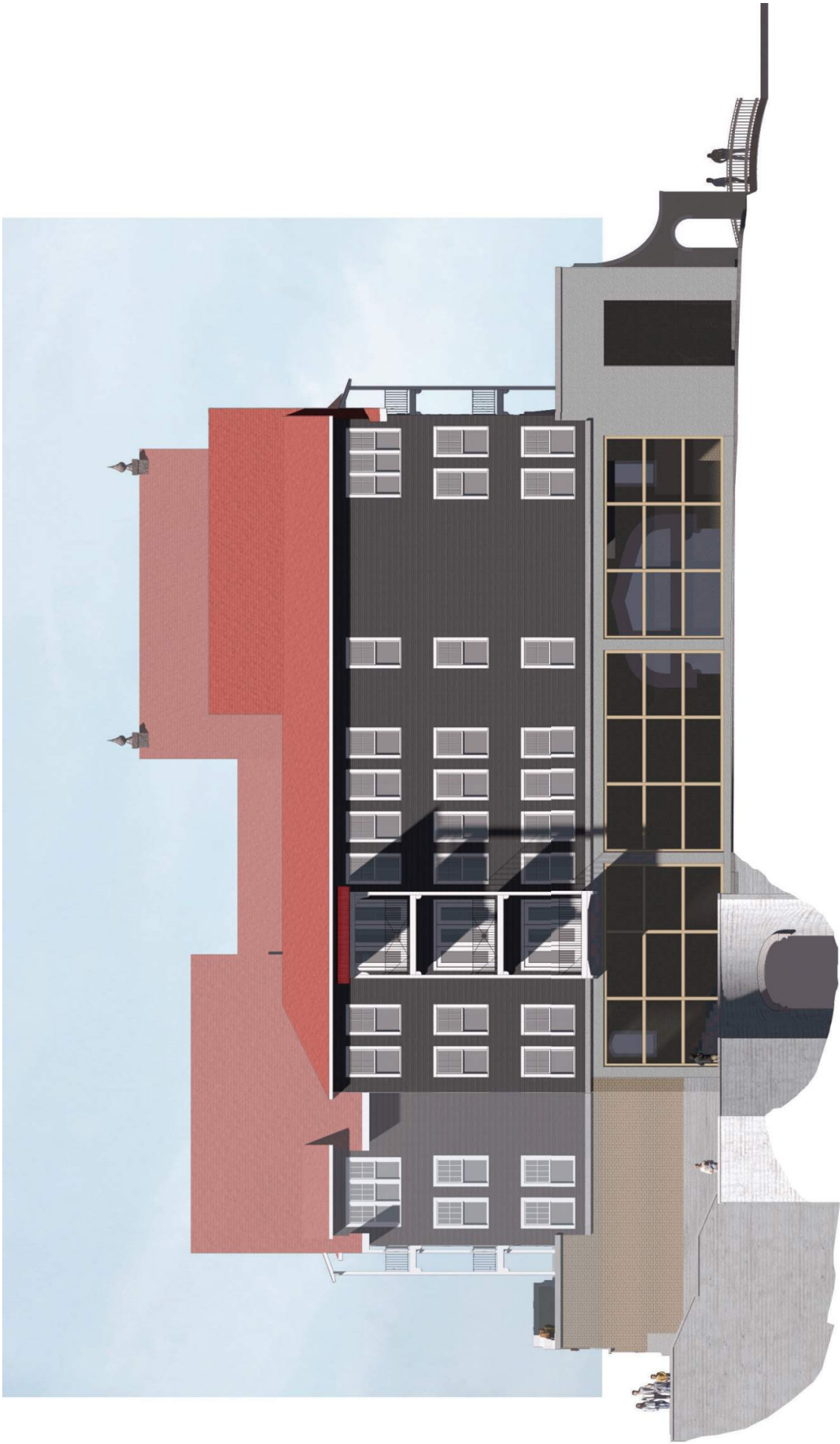
SOUTH ELEVATION



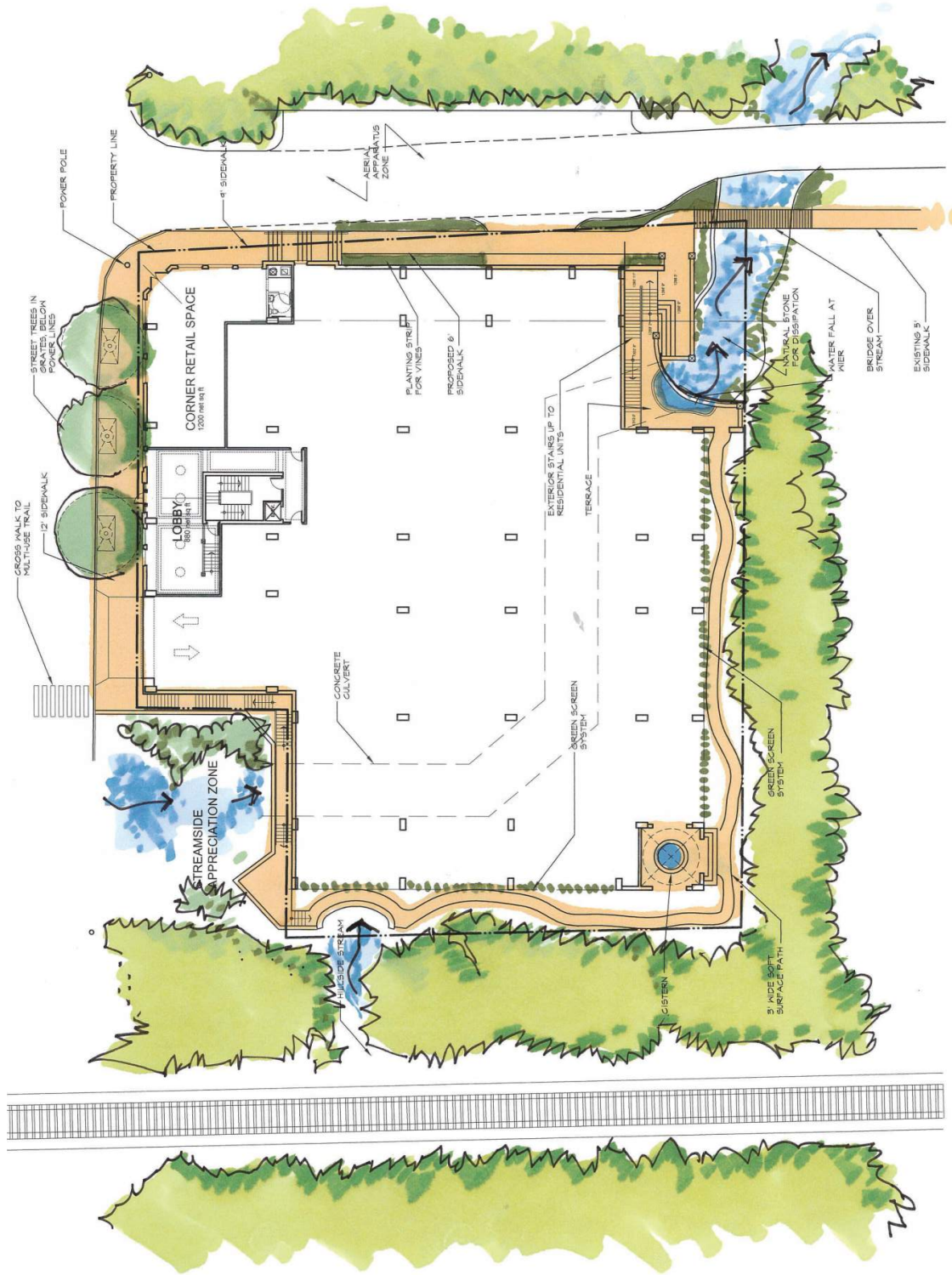
CAMDEN COURT
 COURTYARD BUILDING & BLOCK, LLC
 MAY 21, 2025



EAST ELEVATION



WEST ELEVATION





TYPICAL APARTMENT LEVEL PLAN





PARKING LEVEL PLAN



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **VAC-2025-0028: Vacation (SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE/WEAVER, 639): Submitted by GYANGYU ZHU-WEAVER for property located SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE in WARD 1. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.19 and 0.21 acres. The request is to vacate 0.01 acres of right-of-way.**

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC-2025-0028** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A general utility easement shall be dedicated to cover the existing facilities along W. Cato Springs Rd as requested by AT&T.

BACKGROUND:

The subject properties are in south Fayetteville approximately 870 feet west of the W. Cato Springs Rd and S. School Avenue intersection. Both properties are zoned Residential Single-Family, 4 Units per Acre. Following a lot split (LSP-2024-0039), the W. Cato Springs property was subdivided, with the western half remaining undeveloped and the eastern half, 2101 S. Emma Ave, developed with a single-family dwelling constructed in 1974. A conditional use permit (CUP-2025-0047) for a two-family home was approved by the Planning Commission in October of 2025 for the property. The street right-of-way was originally platted in 1958 as part of the Meadowlark addition.

Request: The applicant proposes to vacate a 0.01-acre portion of right-of-way along W. Cato Springs that extends along two properties.

DISCUSSION:

Staff supports the applicant's request to vacate this right-of-way. The existing right-of-way exceeds what is typically required for a Neighborhood Link street, which is W. Cato Spring's Master Street Plan designation. The City's Transportation Division expressed opposition to the request, finding that a vacation at this width may misalign any future developed sidewalk along W. Cato Springs with what is existing. With that said, both planning and engineering staff are in support of the vacation request because the existing right-of-way (37.35')

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

is greater than what is required for the Neighborhood Link street (33.5') that the property fronts. Further, any sidewalk required to be built with associated development along W. Cato Springs would be required to be built at the back of the master street plan right-of-way. The applicant is only requesting to vacate right-of-way to align with the typical dimension.

At the December 8, 2025 Planning Commission meeting, this item was forwarded to City Council with a recommendation of approval with a vote of 6-1-0 (Chair Brink dissented). No public comment was provided during the public meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2622

AN ORDINANCE TO APPROVE VAC-25-28 FOR PROPERTY LOCATED SOUTHWEST OF WEST CATO SPRINGS ROAD AND SOUTH EMMA AVENUE IN WARD 1 TO VACATE 0.01 ACRES OF RIGHT-OF-WAY

WHEREAS, the City Council has the authority under Ark. Code Ann. § 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 portion of right-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 portion of right-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. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. A general utility easement shall be dedicated to cover the existing facilities along West Cato Springs Road, as requested by AT&T.

City of Fayetteville Staff Review Form

2025-2622

Item ID

1/6/2026

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

Jonathan Curth

12/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0028: Vacation (SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE/WEAVER, 639): Submitted by GYANGYU ZHU-WEAVER for property located SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE in WARD 1. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.19 and 0.21 acres. The request is to vacate 0.01 acres of right-of-way.

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:

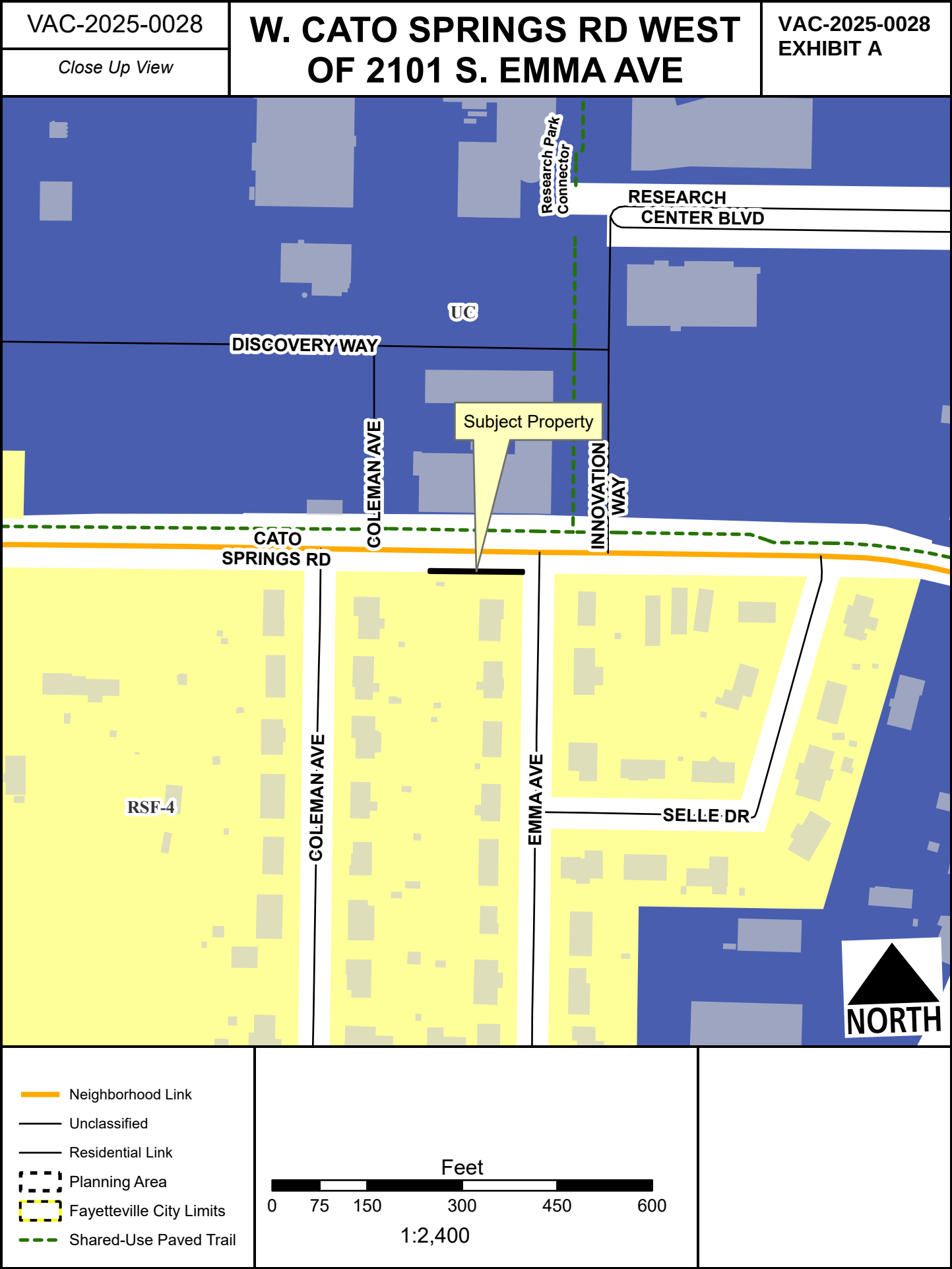
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



**AREA OF EXISTING RIGHT-OF-WAY TO BE VACATED –
ADJACENT TO LOT 2A (645 W. CATO SPRINGS RD,
PARCEL # 765-08310-001)**

A portion of the existing public right-of-way lying along the southerly boundary of West Cato Springs Road, adjacent to Lot 2A, Block 7, Meadowlark Addition to the City of Fayetteville, Washington County, Arkansas, as shown on the plat of said subdivision recorded in Book 3, Page 379, and on the recorded lot-split survey of Meadowlark Addition Lot 2 into Lots 2A and 2B, on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said portion being vacated being more particularly described as follows:

Beginning at the northwest corner of said Lot 2A, said point being on the current southerly right-of-way line of West Cato Springs Road and the **POINT OF BEGINNING**;
thence **S 87°08'26" E** along said existing right-of-way 80.00 feet to the northeast corner of said lot;
thence **N 03°08'03" E** 3.85 feet to a point on the proposed Master Street Plan (MSP) right-of-way line located 33.5 feet south of the centerline of West Cato Springs Road;
thence **N 87°08'26" W** along said proposed right-of-way line 80.00 feet to a point 3.80 feet north of the point of beginning;
thence **S 03°08'03" W** 3.80 feet to the point of beginning.

Containing approximately **308 square feet (0.0071 acres)**, more or less.

This description is derived from the recorded lot-split survey for Lots 2A and 2B, Block 7, Meadowlark Addition, and reflects the difference between the existing right-of-way (approximately 37.3 feet from the centerline of West Cato Springs Road) and the 33.5-foot Master Street Plan right-of-way standard.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: December 8, 2025 **Updated w/ meeting results**

SUBJECT: **VAC-2025-0028: Vacation (SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE/WEAVER, 639):** Submitted by GYANGYU ZHU-WEAVER for property located SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.19 and 0.21 acres. The request is to vacate 0.01 acres of right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2025-0028** to City Council with a recommendation of approval, with conditions.

RECOMMENDED MOTION:

"I move to forward **VAC-2025-0028** to City Council with a recommendation of approval and with conditions as recommended by staff."

BACKGROUND:

The subject properties are in south Fayetteville approximately 870 feet west of the W. Cato Springs Rd and S. School Avenue intersection. Both properties are zoned Residential Single-Family, 4 Units per Acre. Following a lot split (LSP-2024-0039), the W. Cato Springs property is undeveloped and the 2101 S. Emma Ave property is developed with a single-family dwelling that was constructed in 1974. A conditional use permit (CUP-2025-0047) for a two-family home was approved at the W. Cato Springs property. The street right-of-way was originally platted in 1958 as part of the Meadowlark addition. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	University of Arkansas – Research & Technology Park	UC, Urban Corridor
South	Single-family Residential	RSF-4, Residential Single Family, 4 Units per Acre
West	Single-family Residential	RSF-4, Residential Single Family, 4 Units per Acre
East	Single-family Residential	RSF-4, Residential Single Family, 4 Units per Acre

Proposal: The applicant proposes to vacate a 0.01-acre portion of right-of-way along W. Cato Springs that extends along two properties.

DISCUSSION:

Staff supports the applicant's request to vacate this right-of-way. The existing right-of-way exceeds what is typically required for a Neighborhood Link street. The City's Transportation Division expressed opposition to the request, finding that a vacation at this width may misalign any future developed sidewalk along W. Cato Springs with what is existing. With that said, both planning and engineering staff is in support of the vacation request because the existing right-of-way (37.35') is greater than what is required for the Neighborhood Link street (33.5') that the property fronts. Further, any sidewalk required to be built with associated development along W. Cato Springs would be required to be built at the back of the master street plan right-of-way. The applicant is only requesting to vacate right-of-way to align with the typical dimension.

Vacation Approval: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided that any damage or relocation of existing facilities will be at the property owner/developer's expense.
AEP/SWEPCO	No objections and no comments.
Black Hills Energy	No objections and no comments.
AT&T	No objections, provided that the abandoned right-of-way is converted to a general utility easement to cover the existing AT&T facilities there.
Ozarks Electric	No objections and no comments.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections and no comments.
Solid Waste & Recycling	No objections and no comments.
Transportation	Objects to the application, stating that a vacation would require a change in the alignment of the sidewalk along W. Cato Springs Rd.

Public Comment: No public comment has been received.

RECOMMENDATION: Staff recommends approval of **VAC-2025-0028**. Should the Planning Commission choose to forward, staff recommends the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A general utility easement shall be dedicated to cover the existing facilities along W. Cato Springs Rd as requested by AT&T.

PLANNING COMMISSION ACTION: Required YES

Date: December 8, 2025 ☐ Tabled ☒ Forwarded ☐ Denied

Motion: **Cabe**

Second: **Castin**

Vote: **6-1-0 (Brink dissented)**

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- One Mile Map
- Close-Up Map
- Current Land Use Map
- Engineering Memo
- Applicant Request Letter
- Applicant Petition to Vacate
- Survey

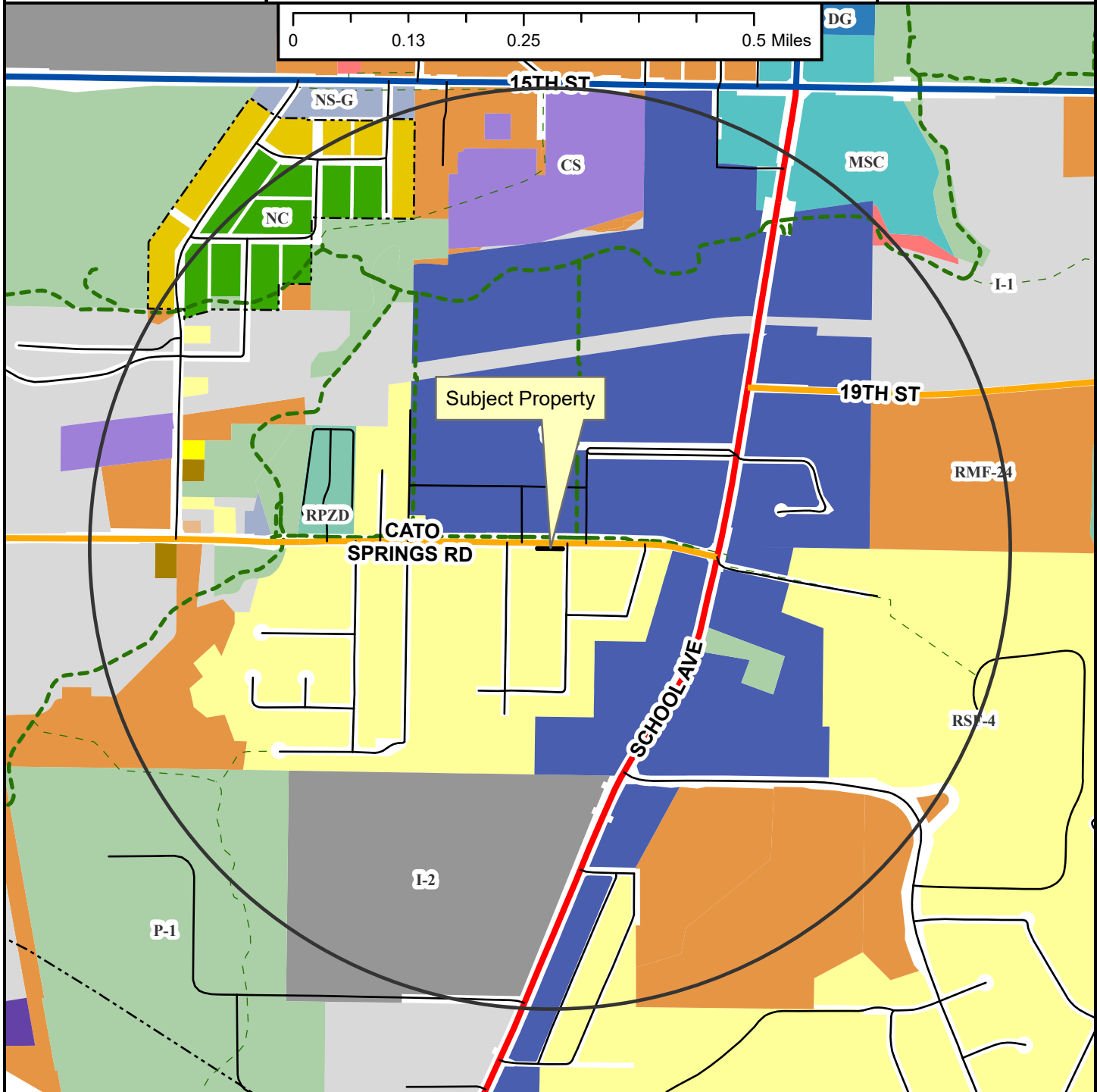
VAC-2025-0028

One Mile View

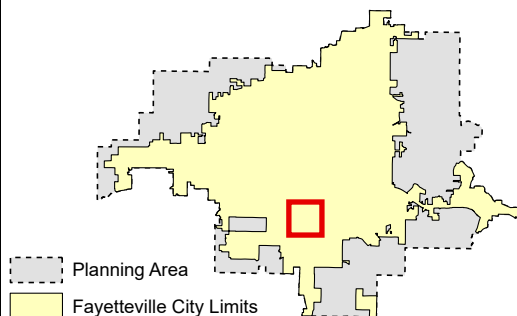
W. CATO SPRINGS RD WEST OF 2101 S. EMMA AVE

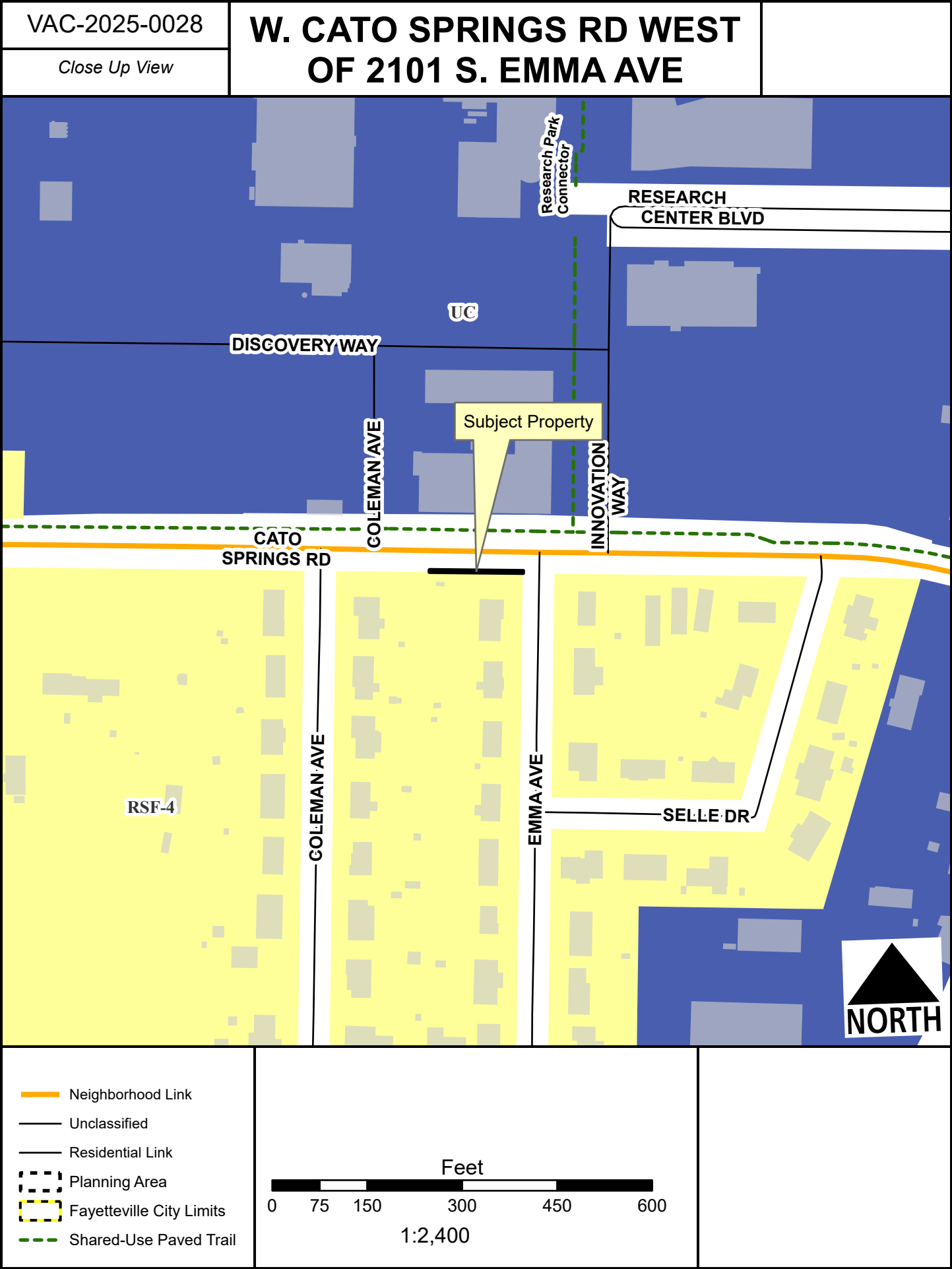


0 0.13 0.25 0.5 Miles



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area





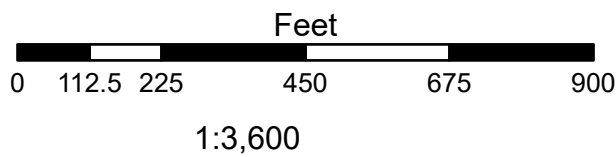
VAC-2025-0028

Current Land Use

W. CATO SPRINGS RD WEST OF 2101 S. EMMA AVE



- Regional Link
- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

PETITION TO VACATE

A PORTION OF RIGHT-OF-WAY ALONG THE SOUTHERLY FRONTAGE OF W CATO SPRINGS ROAD

Adjacent to Lot 2A, Block 7, Meadowlark Addition, City of Fayetteville, Arkansas

TO:

The Fayetteville City Planning Commission and

The Fayetteville City Council

We, the undersigned, being the owners of the real estate abutting the right-of-way hereinafter sought to be vacated, lying along the southerly frontage of W Cato Springs Road, adjacent to Lot 2A, Block 7, Meadowlark Addition to the City of Fayetteville, Arkansas, hereby petition the City to vacate the following described portion of public right-of-way:

Legal Description of Area to Be Vacated

A portion of the existing public right-of-way lying along the southerly boundary of West Cato Springs Road, adjacent to Lot 2A, Block 7, Meadowlark Addition to the City of Fayetteville, Washington County, Arkansas, as shown on the plat of said subdivision recorded in Book 3, Page 379, and on the recorded lot-split survey of Meadowlark Addition Lot 2 into Lots 2A and 2B, on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said portion being vacated being more particularly described as follows:

Beginning at the northwest corner of said Lot 2A, said point being on the current southerly right-of-way line of West Cato Springs Road and the **POINT OF BEGINNING**;
thence **S 87°08'26" E** along said existing right-of-way 80.00 feet to the northeast corner of said lot;
thence **N 03°08'03" E** 3.85 feet to a point on the proposed Master Street Plan (MSP) right-of-way line located 33.5 feet south of the centerline of West Cato Springs Road;
thence **N 87°08'26" W** along said proposed right-of-way line 80.00 feet to a point 3.80 feet north of the point of beginning;
thence **S 03°08'03" W** 3.80 feet to the point of beginning.

Containing approximately **308 square feet (0.0071 acres)**, more or less.

This description is derived from the recorded lot-split survey for Lots 2A and 2B, Block 7, Meadowlark Addition, and reflects the difference between the existing right-of-way (approximately 37.3 feet from the centerline of West Cato Springs Road) and the 33.5-foot Master Street Plan right-of-way standard.

Statement of Purpose

The abutting real estate affected by said vacation is Lot 2A, Block 7, Meadowlark Addition (Parcel # 765-08310-001), located at 645 W Cato Springs Road, Fayetteville, AR 72701.

The existing right-of-way extends 37.3' to 37.35' south of the roadway centerline, exceeding the Master Street Plan (MSP) Right-of-Way of 33.5' by 3.8' to 3.85'.

This petition seeks to vacate that narrow excess strip to align the property boundary with the City's adopted MSP Right-of-Way.

Vacating this minor portion will not affect any utilities, drainage facilities, or public access.

This adjustment will maintain the existing 15' front setback measured from the MSP right-of-way, ensuring continued compliance with RSF-4 zoning and the City's Neighborhood Link Street standards.

WHEREFORE

The undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described portion of public right-of-way, and that title to the vacated area be vested in the abutting property owners as provided by law.

Dated this 29 day of Oct, 2025.

Printed Name

Christina Zhu-Weaver

Signature: Guangyu Zhu-Weaver

Printed Name

Jesse Weaver

Signature: Jesse Weaver

PETITION TO VACATE

A PORTION OF RIGHT-OF-WAY ALONG THE SOUTHERLY FRONTAGE OF W CATO SPRINGS ROAD

Adjacent to Lot 2B, Block 7, Meadowlark Addition, City of Fayetteville, Arkansas

TO:

The Fayetteville City Planning Commission and

The Fayetteville City Council

We, the undersigned, being the owners of the real estate abutting the right-of-way hereinafter sought to be vacated, lying along the southerly frontage of W Cato Springs Road, adjacent to Lot 2B, Block 7, Meadowlark Addition to the City of Fayetteville, Arkansas, hereby petition the City to vacate the following described portion of public right-of-way:

Legal Description of Area to Be Vacated

A portion of the existing public right-of-way lying along the southerly boundary of West Cato Springs Road, adjacent to Lot 2B, Block 7, Meadowlark Addition to the City of Fayetteville, Washington County, Arkansas, as shown on the plat of said subdivision recorded in Book 3, Page 379, and on the recorded lot-split survey of Meadowlark Addition Lot 2 into Lots 2A and 2B, on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said portion being vacated being more particularly described as follows:

Beginning at the northwest corner of said Lot 2B, said point being on the current southerly right-of-way line of West Cato Springs Road and the **POINT OF BEGINNING** ;
thence **S 87°08'26" E** along said existing right-of-way 68.10 feet to the northeast corner of said lot at South Emma Avenue;
thence **N 03°08'03" E** 3.90 feet to a point on the proposed Master Street Plan (MSP) right-of-way line located 33.5 feet south of the centerline of West Cato Springs Road;
thence **N 87°08'26" W** along said proposed right-of-way line 68.10 feet to a point 3.85 feet north of the point of beginning;
thence **S 03°08'03" W** 3.85 feet to the point of beginning.

Containing approximately **266 square feet (0.0061 acres)** , more or less.

This description is derived from the recorded lot-split survey for Lots 2A and 2B, Block 7, Meadowlark Addition, and reflects the difference between the existing right-of-way (approximately 37.4 feet from the centerline of West Cato Springs Road) and the 33.5-foot Master Street Plan right-of-way standard.

Statement of Purpose

The abutting real estate affected by said vacation is Lot 2B, Block 7, Meadowlark Addition (Parcel # 765-08310-000), located at 2101 S Emma Avenue, Fayetteville, AR 72701.

The existing right-of-way extends 37.35' to 37.4' south of the roadway centerline, exceeding the Master Street Plan (MSP) Right-of-Way of 33.5' by 3.85' to 3.9'.

This petition seeks to vacate that narrow excess strip to align the property boundary with the City's adopted MSP Right-of-Way.

Vacating this minor portion will not affect any utilities, drainage facilities, or public access.

The property is zoned RSF-4 (Residential Single-Family – Four Units per Acre) and maintains a 15' front setback measured from the existing S Emma Avenue right-of-way and a 15' side setback measured from the MSP W Cato Springs Road right-of-way.

These setbacks ensure that all existing structures remain well outside both public right-of-way limits.

WHEREFORE

The undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described portion of public right-of-way, and that title to the vacated area be vested in the abutting property owners as provided by law.

Dated this 10 day of 29, 2025.

Printed Name

Christina Zhu-Weaver

Signature: *Guangyu Zhu-Weaver*

Printed Name

Jesse Weaver

Signature: Jesse Weaver

Date: October 29, 2025

To:

Planning Commissioners and City Council Members

City of Fayetteville, Arkansas

113 W Mountain Street

Fayetteville, AR 72701

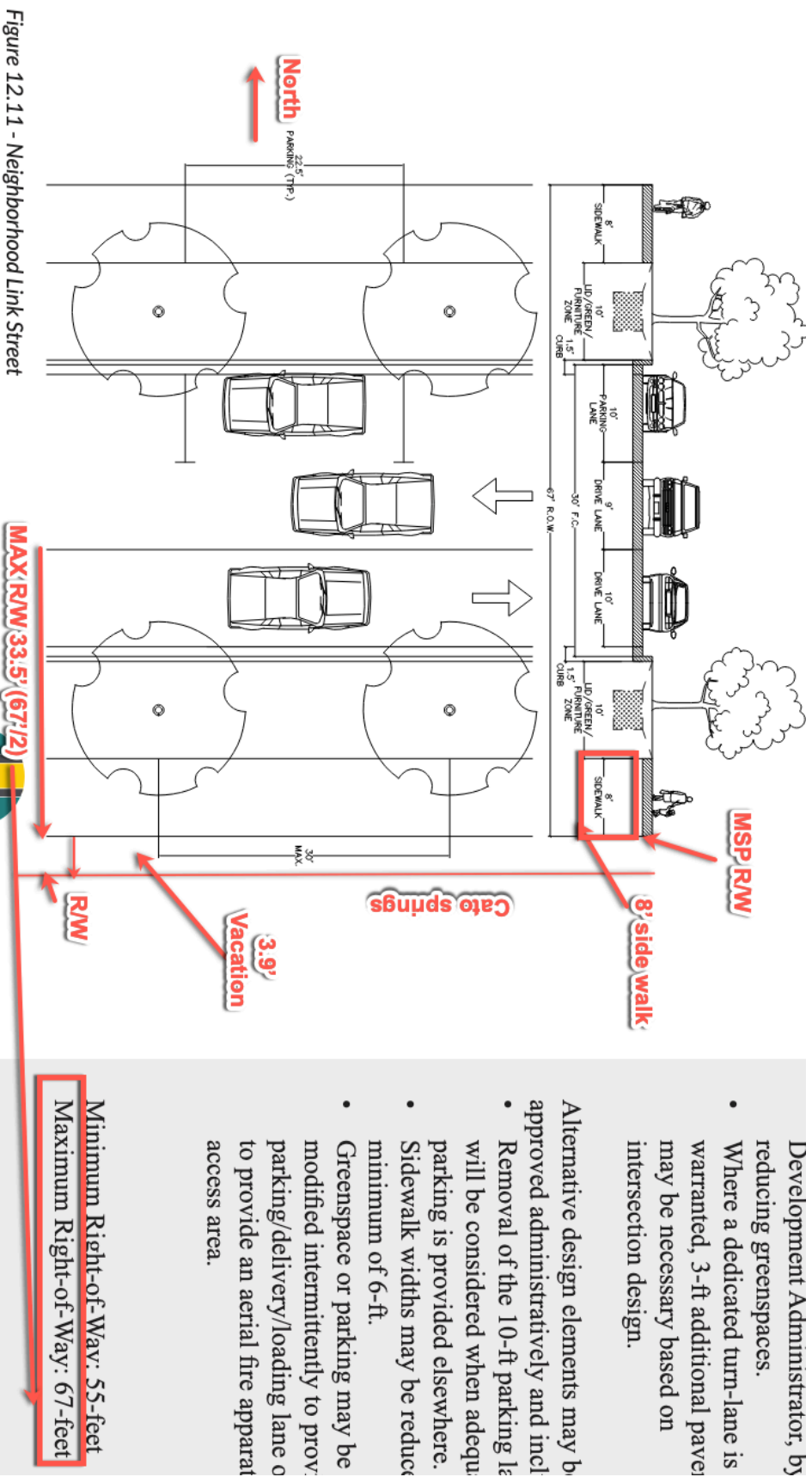
Subject: **Request for Right-of-Way (ROW) Adjustment to Align with Master Street Plan (MSP) Right-of-Way**

Dear Planning Commissioners and City Council Members,

I respectfully request approval for a Right-of-Way (ROW) adjustment along the W Cato Springs Road frontage of **2101 S Emma Avenue** (Parcel #765-08310-000) to align the property boundary with the City of Fayetteville's Master Street Plan (MSP) Right-of-Way (ROW).

Background and Purpose

W Cato Springs Road is classified as a [Neighborhood Link Street](#) under the City's MSP, which defines a total Maximum ROW width of 67', extending 33.5' south from the roadway centerline.



The recorded survey (see [645 W Cato Springs & 2101 S Emma Survey](#)) shows the existing ROW extending 37.35' from the roadway centerline at the northwest corner and 37.4' at the northeast corner.

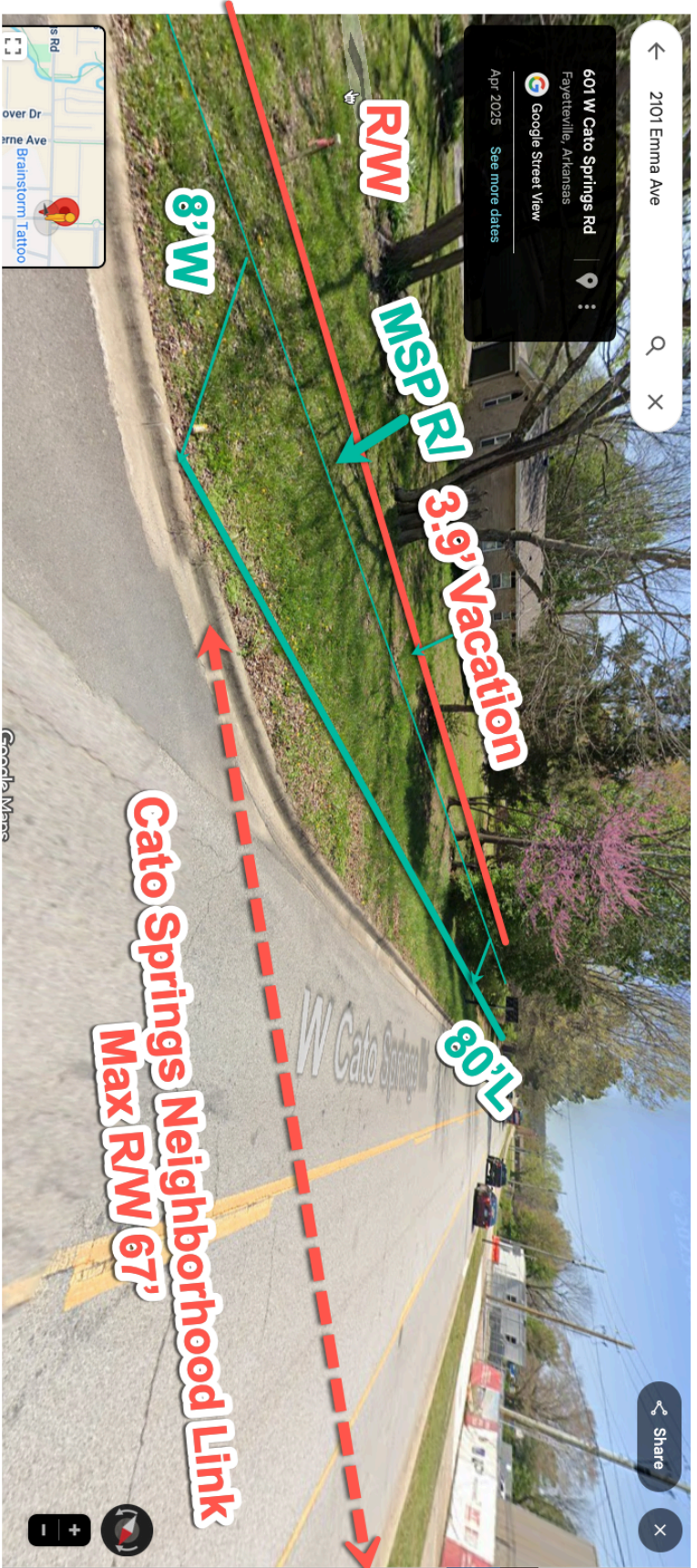
These measurements exceed the MSP ROW by 3.85' and 3.9', respectively.

The property is zoned RSF-4 (Residential Single-Family – Four Units per Acre) and currently contains an existing single-family home built in 1974 with 1,290 sq ft of living area.

Per current zoning standards, the site maintains a 15' front setback measured from the existing S Emma Avenue right-of-way and a 15' side setback measured from the existing W Cato Springs Road right-of-way. These setbacks ensure that all existing structures remain well outside both public right-of-way limits.



The requested ROW adjustment will simply align the W Cato Springs frontage with the adopted 33.5' MSP Right-of-Way, consistent with the City's Master Street Plan R/W and existing development standards.



Public Benefit and Policy Alignment

- Aligns the W Cato Springs Road frontage with the City's MSP Right-of-Way.
- Maintains all public access, drainage, and utility infrastructure.

- Promotes consistent corridor design and simplifies future infrastructure coordination.
- Advances City Plan 2040 Goals 3.1 and 4.2 by supporting efficient use of existing infrastructure.

Conclusion

This request corrects a minor survey discrepancy and aligns the W Cato Springs frontage with the City's adopted MSP Right-of-Way (33.5' from centerline).

It does not alter existing improvements but ensures consistency with the City's approved Neighborhood Link Street cross-section, setback standards, and RSF-4 zoning requirements.

I respectfully request your approval.

Thank you for your consideration.

Sincerely,

Christina Zhu-Weaver

Apple Lily Management Company LLC

Date: October 29, 2025

To:

Planning Commissioners and City Council Members

City of Fayetteville, Arkansas

113 W Mountain Street

Fayetteville, AR 72701

Subject: Request for Right-of-Way (ROW) Adjustment to Align with Master Street Plan (MSP) Right-of-Way

Dear Planning Commissioners and City Council Members,

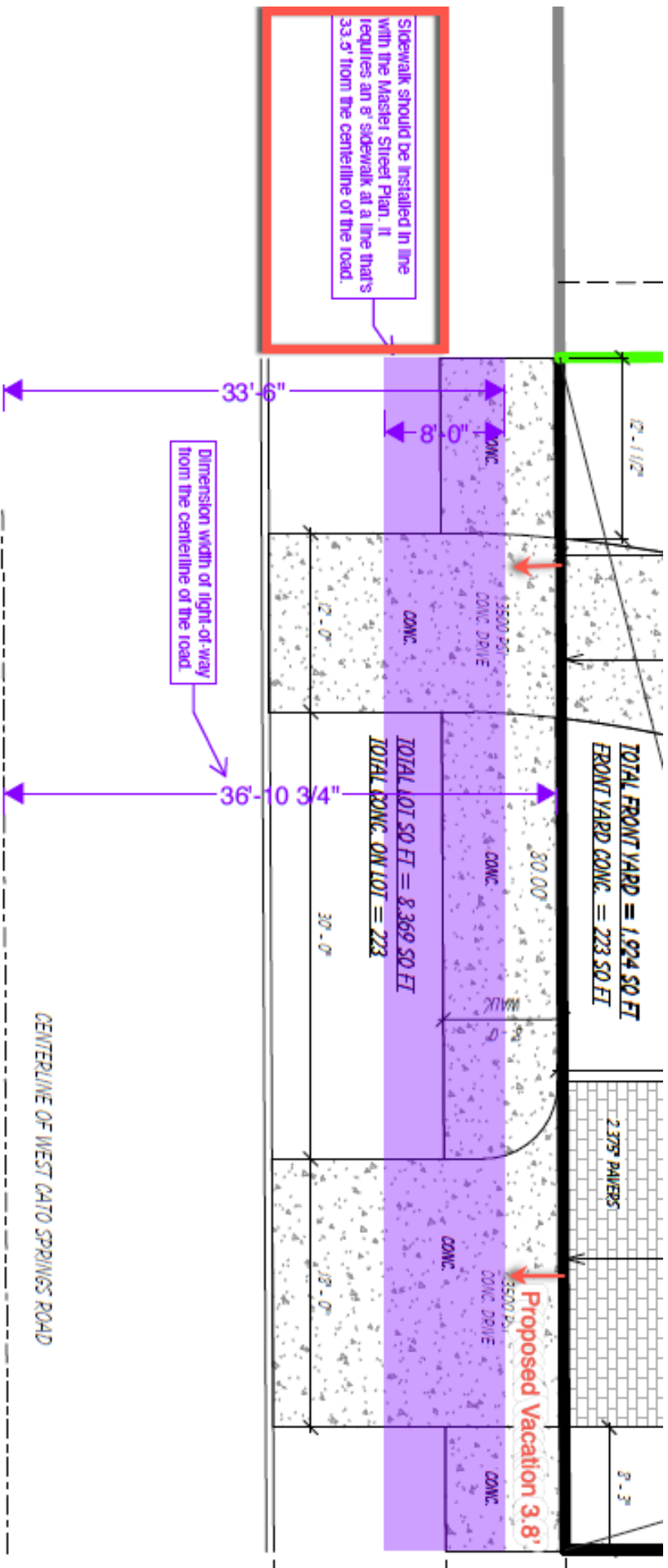
I respectfully request approval to vacate a narrow strip of Right-of-Way along the **W Cato Springs Road** frontage of **645 W Cato Springs Road (Parcel #765-08310-001)** to align the property boundary with the City of Fayetteville's **Master Street Plan (MSP) Right-of-Way (ROW)**.

Background and Purpose

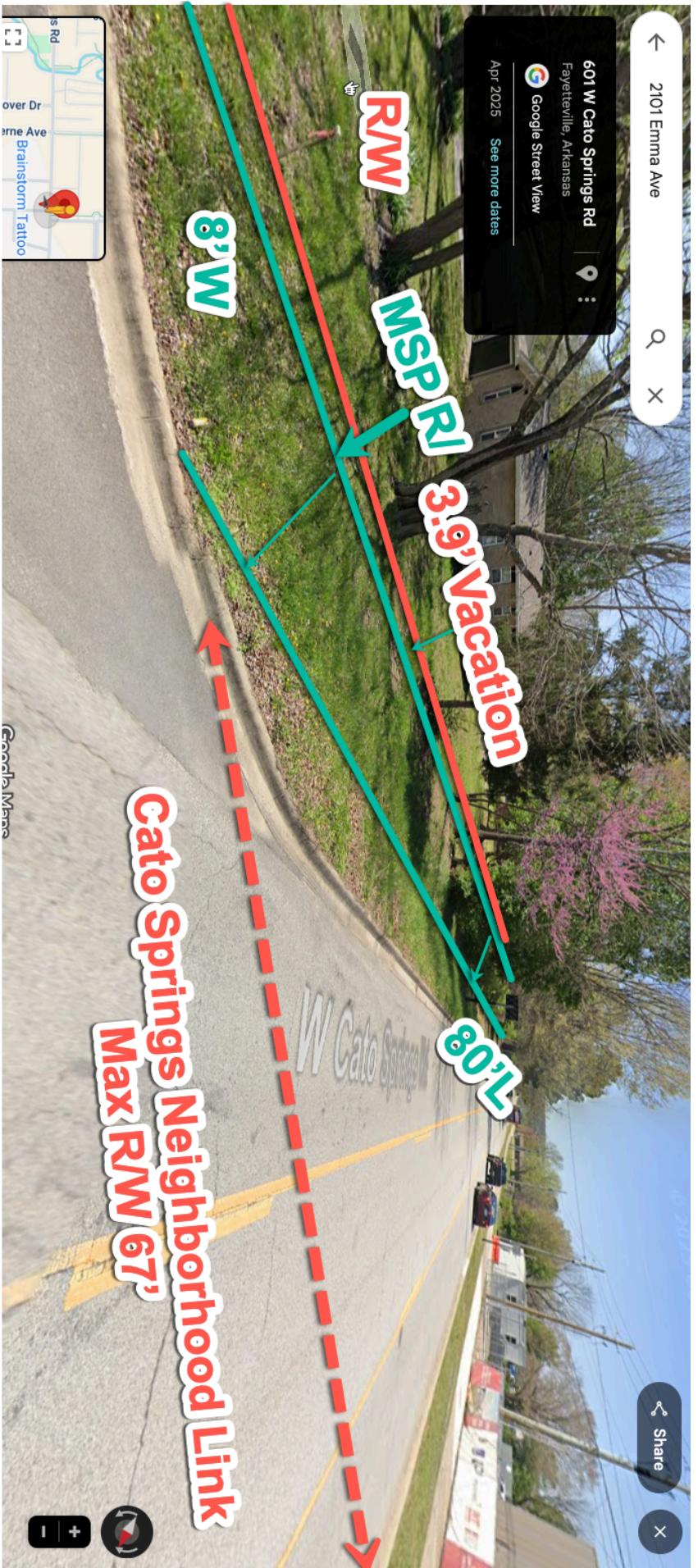
W Cato Springs Road is classified as a [Neighborhood Link Street](#) under the City's MSP, which defines a total Maximum ROW width of **67'**, extending **33.5'** south from the roadway centerline.



The previous site-plan approval (**RESI-2025-0240** and **RESI-2025-0239**) for a single-family home and ADU included an **8'-wide, 80'-long public sidewalk** within the MSP ROW, per Planning staff's request.



The **Conditional Use Permit (CUP)** for a two-family dwelling at this address was approved by the Planning Commission on **October 13, 2025**. The current duplex project will construct this required sidewalk consistent with the MSP ROW alignment.



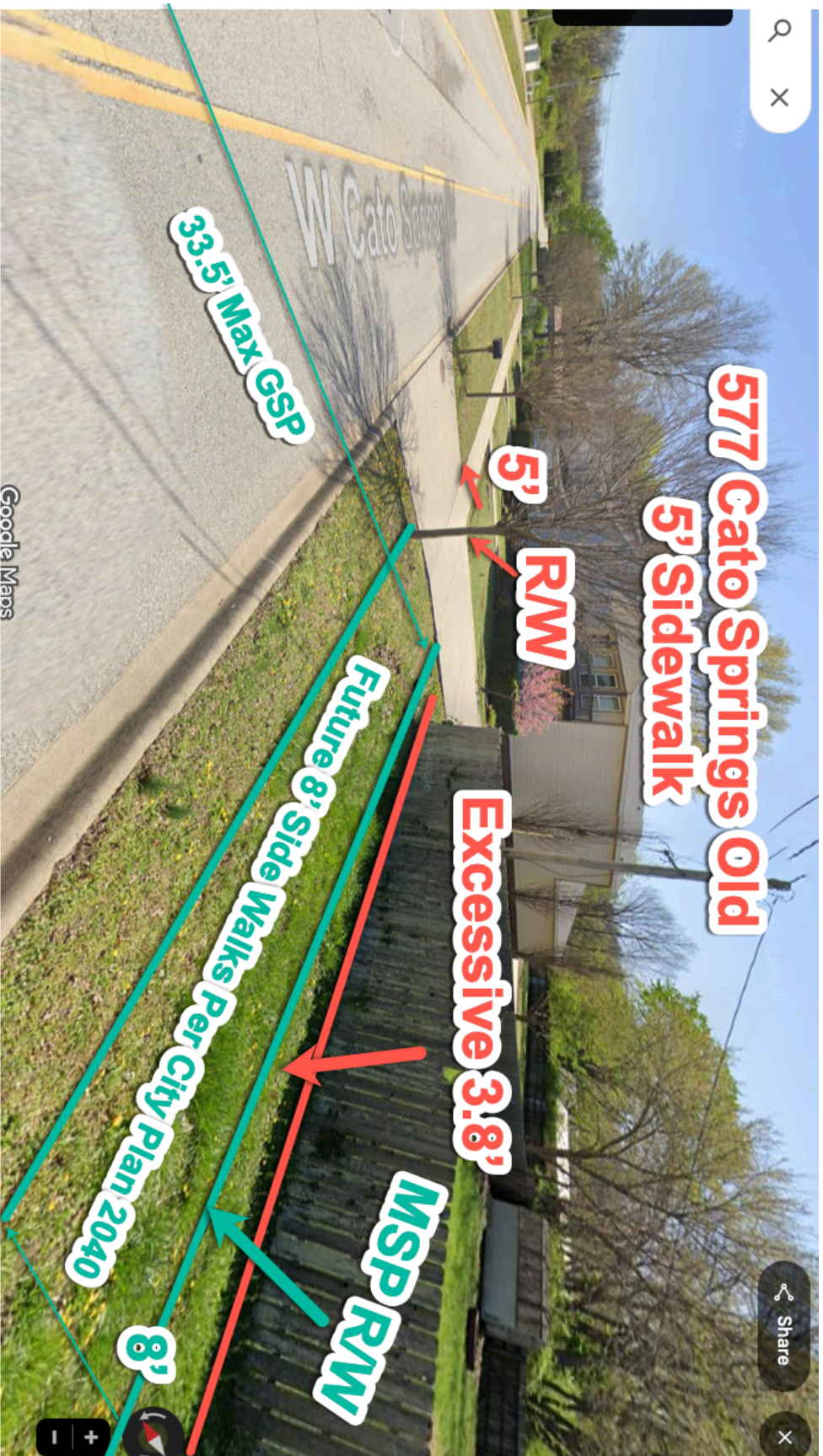
This ROW vacation removes the excess frontage area so that the property boundary aligns with the adopted 33.5' MSP ROW for Neighborhood Link Streets.

The property is zoned RSF-4 (Residential Single-Family – Four Units per Acre) and maintains the required 15' front setback measured from the existing right-of-way. The requested adjustment does not alter or reduce this setback. Once the frontage is aligned with the adopted 33.5' MSP Right-of-Way, the property will continue to meet all setback and zoning requirements.

Public Benefit and Policy Alignment

- Aligns the W Cato Springs Road frontage with the City's MSP Right-of-Way.
- Preserves all public access, drainage, and utility infrastructure.
- Promotes uniform corridor design and simplifies future infrastructure coordination.

- Advances City Plan 2040 Goals 4.2 and 5.3 by supporting context-sensitive infill and efficient land use.



Conclusion

This request corrects a survey discrepancy and aligns the W Cato Springs frontage with the City's adopted **MSP Right-of-Way (33.5' from centerline)**.

It does not alter existing improvements but ensures consistency with the City's approved Neighborhood Link Street cross-section, setback standards, and RSF-4 zoning requirements.

I respectfully request your approval.

Thank you for your consideration.

Sincerely,

Christina Zhu-Weaver

Apple Lily Management LLC



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **VAC-2025-0031: Vacation (907 S. HOLLYWOOD AVE/RIGGINS VENTURES, 559): Submitted by SITEWISE for property located at 907 S. HOLLYWOOD AVE. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.27 acres. The request is to vacate 0.10 acres of a general utility easement.**

RECOMMENDATION:

Staff recommends approval of **VAC-2025-0031** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense; and
2. Overhead service may need to be relocated prior to construction, as requested by SWEPCO.

BACKGROUND:

The subject property is in central Fayetteville on the west side of S. Hollywood Avenue, 500 feet south of W. Martin Luther King Boulevard, and across the street from Fire Station #6. The property received its current zoning designation of CS, Community Services on December 1, 2020 (RZN-2020-0019). A demolition permit was approved to remove all structures on the property (DEMO-2025-0104), which was completed on December 10, 2025. A previous vacation for right-of-way on this property was approved by City Council (Ord. 2596).

Request: The applicant proposes to vacate an existing, 30-foot wide utility easement that extends from east to west along the north line of the property, totaling approximately 4,377 square feet.

DISCUSSION:

The applicant submitted the required approvals with no objections. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Request Letter, 7. Petition to Vacate, 8. Survey

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2705

AN ORDINANCE TO APPROVE VAC-25-31 FOR PROPERTY LOCATED AT 907 SOUTH HOLLYWOOD AVENUE IN WARD 1 TO VACATE 0.10 ACRES OF GENERAL UTILITY EASEMENT

WHEREAS, the City Council has the authority under Ark. Code Ann. § 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 portion of general utility easement 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 portion of general utility easement 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. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. Overhead service may need to be relocated prior to construction, as requested by SWEPCO.

City of Fayetteville Staff Review Form

2025-2705

Item ID

1/6/2026

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

Jonathan Curth

12/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0031: Vacation (907 S. HOLLYWOOD AVE/RIGGINS VENTURES, 559): Submitted by SITE WISE for property located at 907 S. Hollywood Ave in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.27 acres. The request is to vacate 0.10 acres of a general utility easement.

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:

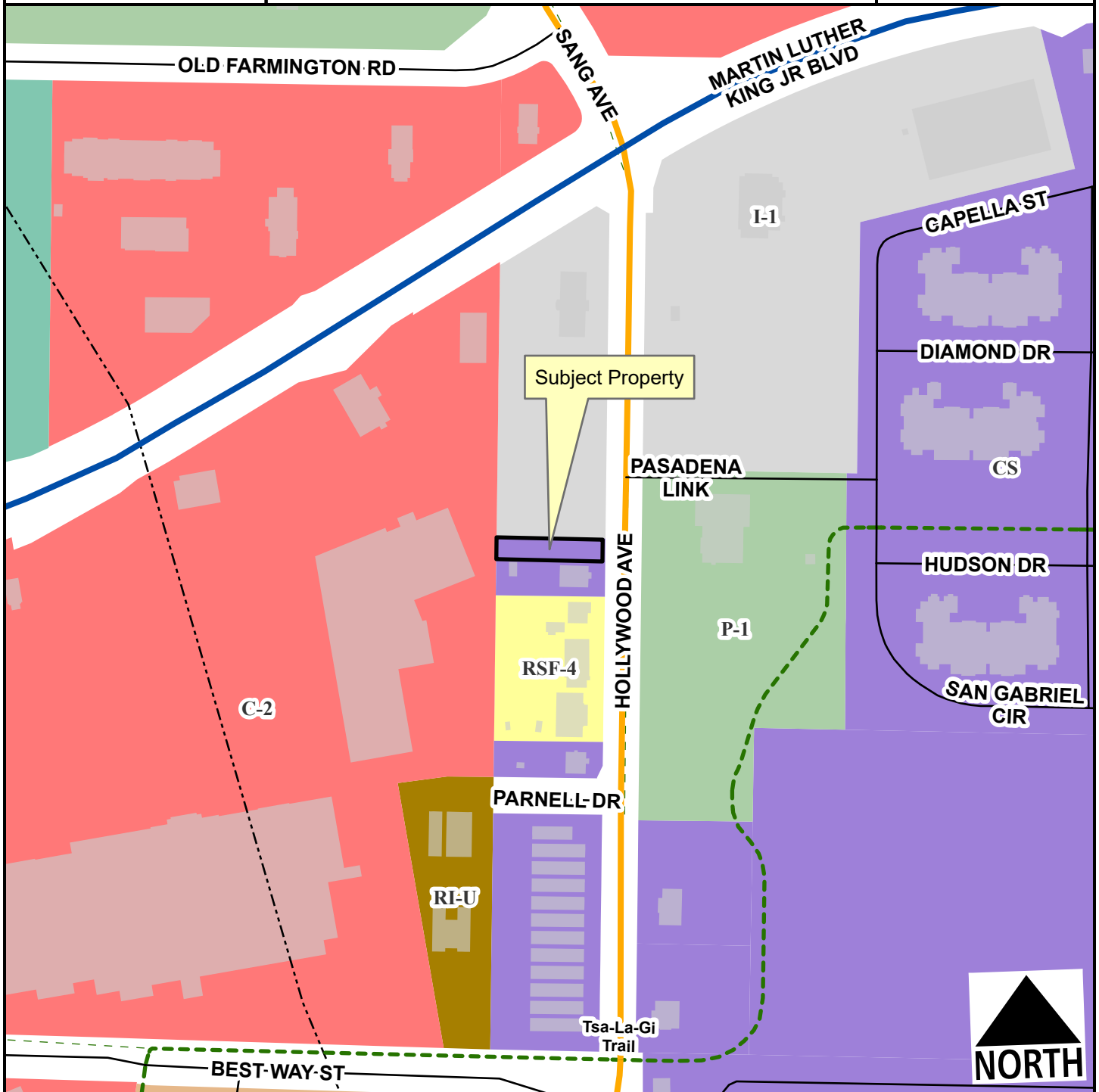
Comments:

VAC-2025-0031

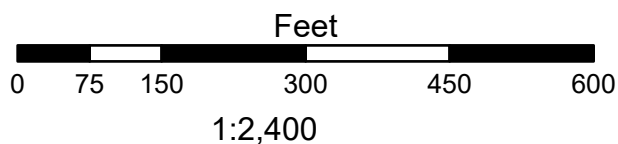
907 S. HOLLYWOOD AVE

VAC-2025-0031
EXHIBIT A

Close Up View



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District



DESCRIPTION OF UTILITY EASEMENT TO BE VACATED.

A 30-FOOT WIDE UTILITY EASEMENT BEING ALL OF THE S1/2 OF THE VACATED COMMERCE STREET LYING ADJACENT TO AND CONTIGUOUS WITH THE NORTH LINE OF LOT 1 OF BLOCK 6 OF THE RE-PLAT OF WESTWOOD ADDITION RECORDED IN PLAT BOOK 3 AT PAGE 322, AS STATED IN ORDINANCE NO. 2596 FILED IN BOOK 1009 AT PAGE 388, WASHINGTON COUNTY, ARKANSAS. ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 6 OF BLOCK 6 OF SAID WESTWOOD ADDITION; THENCE N02°44'03"E 299.87 FEET TO THE POINT OF BEGINNING; THENCE N02°44'03"E 30.00 FEET TO AN IRON PIN FOUND; THENCE S86°46'39"E 145.84 FEET TO THE WEST RIGHT-OF-WAY LINE OF S. HOLLYWOOD AVE. (50' R/W); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S02°27'49"W 30.00 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N86°46'39"W 145.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS.

November 10, 2025

Planning Commission
c/o Jessica Masters - Development Review Manager
125 W Mountain Street
Fayetteville, AR 72701



RE: 907 S Hollywood – Utility Easement Vacation

This easement vacation is associated with the property at 907 S Hollywood Street, Washington County parcel #765-12150-000.

The intent of this vacation is to free up the parcel to further infill development potential. The existing 30' wide easement is approximately 4,377 square feet and covers of the 37% 11,761 square foot parcel. The easement is confirmed to be vacant of any utility and we have received approval from all utility providers to vacate the easement.

If I can be of any further assistance, please contact me at zhixson@sitewisecivil.com.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Zach Hixson", is written over the typed name.

Zach Hixson, PE

PETITION TO VACATE A GENERAL UTILITY EASEMENT LOCATED IN LOT 1 OF BLOCK 6 OF THE WESTWOOD ADDITION, 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 easement hereinafter sought to be abandoned and vacated, lying in Lot 1 of Block 6 of Westwood Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

A 30-FOOT WIDE UTILITY EASEMENT BEING ALL OF THE S1/2 OF THE VACATED COMMERCE STREET LYING ADJACENT TO AND CONTIGUOUS WITH THE NORTH LINE OF LOT 1 OF BLOCK 6 OF THE RE-PLAT OF WESTWOOD ADDITION RECORDED IN PLAT BOOK 3 AT PAGE 322, AS STATED IN ORDINANCE NO. 2596 FILED IN BOOK 1009 AT PAGE 388, WASHINGTON COUNTY, ARKANSAS. ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 6 OF BLOCK 6 OF SAID WESTWOOD ADDITION; THENCE N02°44'03"E 299.87 FEET TO THE POINT OF BEGINNING; THENCE N02°44'03"E 30.00 FEET TO AN IRON PIN FOUND; THENCE S86°46'39"E 145.84 FEET TO THE WEST RIGHT-OF-WAY LINE OF S. HOLLYWOOD AVE. (50' R/W); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S02°27'49"W 30.00 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N86°46'39"W 145.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, 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, 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 10th day of November, 2025.

Dakota Riggins

Printed Name

A handwritten signature in black ink, appearing to be 'DR' or similar initials, written over a horizontal line.

Signature



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

SUBJECT: **RZN-2025-0050: Rezoning (5901 W MICHAEL COLE DR/MICHAEL COLE DR LLC, 436): Submitted by SWOPE CONSULTING for property located at 5901 W. MICHAEL COLE DR. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 7.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and CCR, CONSERVATION, CULTURAL, AND RECREATION.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in west Fayetteville approximately 500 feet south of the intersection of W. Michael Cole Dr. and W. Wedington Dr. The subject area contains 8.50 acres, only 7.67 acres of which is under consideration with this request. The area is composed of three parcels which are zoned R-A, Residential Agricultural and which have been constructed with a 2,263 square-foot single-family dwelling constructed in 1979 along with multiple outbuildings. Portions of the property are located within the Federal Emergency Management Agency (FEMA) designated floodplain and floodway, and the locally-designated streamside protection zone.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to RI-12, Residential Intermediate, 12 Units per Acre (4.14 acres) and CCR, Conservation, Cultural, and Recreation (3.53 acres). A 0.83-acre portion of the property is proposed to remain R-A, Residential Agricultural.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4.14 acres in the north to RI-12, Residential Intermediate, 12 Units per Acre. While the property is primarily surrounded by R-A, Residential Agricultural zoning to the north, south, and east, staff finds that these adjacent lots are generally constructed in-line with RMF-6 standards rather than the significantly larger lot sizes and lower densities required of the R-A district. There are a high number of two-family dwellings in the immediate vicinity and an approximately five-acre development under construction at the W. Wedington/Michael Cole intersection that includes four-family dwellings primarily. While there is some overlap with existing floodplain proposed in the

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RI-12 rezoning area, the applicant has indicated an intent to submit a letter of map revision (LOMR) to FEMA to revise the floodplain boundaries and remove this encroachment. Additionally, the request proposes to upzone the portion of the property outside of the floodplain and downzone the portion of the property within it, creating an overall density allowance of 49 residential units. Further, adjacent developments and rezonings have been slowly increasing the density of the surroundings, and a rezoning to RI-12 could support a broader range of housing types in an area experiencing increased demand for housing and other services.

A significant portion of the property lies within the floodplain, with some areas located in the floodway. Most of this area is proposed to be rezoned to CCR, Conservation, Cultural and Recreation, a district intended to “to conserve, preserve, protect, or enhance natural resources such as floodplains, streams, wetlands, steep topography, woodlands, meadows and wildlife habitat, or for the purpose of improving and restoring such property's ecosystem services.” A legal instrument has been provided to preserve this area in alignment with zoning requirements and would need to be fully executed prior to City Council approval. Staff finds the preservation of this area would remove development entitlements within sensitive environmental areas and provide permanent protection for the floodplain and streamside protection areas. The existing house is proposed to remain R-A, Residential Agricultural, which would permit it and its associated outbuildings to be utilized and maintained. On the balance of considerations, staff recommends approval of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the goals in City Plan 2040 and the property's split future land use designation as a Residential Neighborhood area and “Natural” area. The applicant's decision to downzone a portion of the area to CCR indicates an attempt to acknowledge and protect ecologically sensitive areas on the property, while zoning the remainder of the subject area to permit a similar development entitlement outside of the floodplain.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **1-5** for this site. The following elements of the matrix contribute to the score:

1. Adequate Fire Response (Station 7, 835 N. Rupple Rd)
2. Near Sewer Main (10” and 12” within the property)
3. Near Water Main (4”, Michael Cole Dr.)
4. Near City Park (Harmony Pointe Park)
5. Near Paved Trail (Wedington Side Path)

DISCUSSION:

At the December 8, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne motioned and commissioner Cabe seconded. Commissioners asked for clarification regarding why the item had previously been tabled and the differences between tree preservation easements and the proposed conservation zoning district. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report , 7. Michael Cole Drive LLC Conservation Easement

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2620

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-0050 FOR APPROXIMATELY 7.67 ACRES LOCATED AT 5901 WEST MICHAEL COLE DRIVE IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND CCR, CONSERVATION, CULTURAL, AND RECREATION SUBJECT TO A CONSERVATION EASEMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential-Agricultural to RI-12, Residential Intermediate, 12 Units Per Acre and CCR Conservation, Cultural, and Recreation, subject to the attached conservation easement.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2620

Item ID

1/6/2026

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

Jonathan Curth

12/19/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0050: Rezoning (5901 W MICHAEL COLE DR/MICHAEL COLE DR LLC, 436): Submitted by SWOPE CONSULTING for property located at 5901 W. MICHAEL COLE DR. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 7.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and CCR, CONSERVATION, CULTURAL, AND RECREATION.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

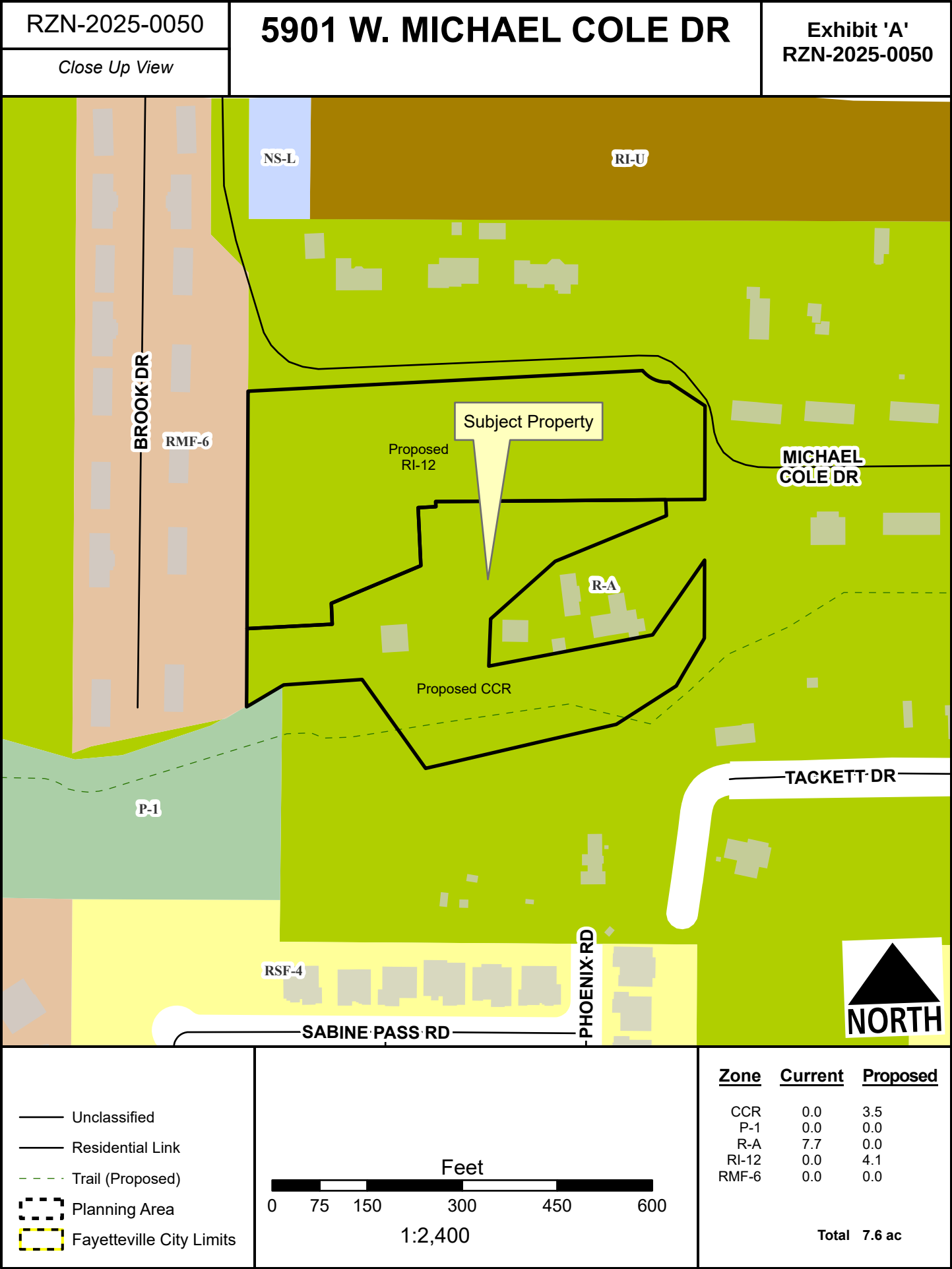
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2025-0050

Close Up View

5901 W. MICHAEL COLE DR

Exhibit 'A'

RZN-2025-0050

Exhibit 'B'
RZN-2025-0050

PROPOSED RI-12 ZONING

SURVEY DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE NORTH LINE OF SAID LOT N 88°59'29" E A DISTANCE OF 250.64' TO A ; THENCE N 89°00'55" E A DISTANCE OF 373.09' TO A FOUND IRON REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 47.47', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF S 64°26'47" E, WITH A CHORD LENGTH OF 45.71' TO A FOUND IRON REBAR; THENCE S 54°29'46" E A DISTANCE OF 67.90' TO A FOUND IRON REBAR BEING THE NE CORNER OF LOT 3A; THENCE ALONG THE EAST LINE OF SAID LOT 3A S 02°09'41" W A DISTANCE OF 147.65' TO A POINT; THENCE N 88°28'43" W A DISTANCE OF 424.82' TO A POINT; THENCE S 00°00'00" E A DISTANCE OF 8.00' TO A POINT; THENCE S 89°00'16" W A DISTANCE OF 27.92' TO A POINT; THENCE S 00°35'00" E A DISTANCE OF 91.69' TO A POINT; THENCE S 69°11'26" W A DISTANCE OF 153.42' TO A POINT; THENCE S 00°48'53" E A DISTANCE OF 33.00' TO A POINT; THENCE S 89°00'16" W A DISTANCE OF 134.85' TO A POINT ON THE WEST LINE OF SAID LOT 3A; THENCE ALONG SAID WEST LINE N 02°16'02" E A DISTANCE OF 374.90' TO THE POINT OF BEGINNING, CONTAINING 180,455 SQ. FEET, 4.14 ACRES, MORE OR LESS.

PROPOSED CONSERVATION, CULTURAL,

AND RECREATION ZONING DISTRICT

SURVEY DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02" W A DISTANCE OF 374.90' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N 89°00'16" E A DISTANCE OF 134.85' TO A POINT; THENCE N 00°48'53" W A DISTANCE OF 33.00' TO A POINT; THENCE N 69°11'26" E A DISTANCE OF 153.42' TO A POINT; THENCE N 00°35'00" W A DISTANCE OF 91.69' TO A POINT; THENCE N 89°00'16" E A DISTANCE OF 27.92' TO A POINT; THENCE N 00°00'00" W A DISTANCE OF 8.00' TO A POINT; THENCE S 88°28'43" E A DISTANCE OF 363.26' TO A POINT; THENCE S 00°43'23" E A DISTANCE OF 25.19' TO A POINT; THENCE S 69°41'26" W A DISTANCE OF 190.01' TO A POINT; THENCE S 50°14'35" W A DISTANCE OF 136.41' TO A POINT; THENCE S 04°22'29" W A DISTANCE OF 74.47' TO A POINT; THENCE N 81°13'21" E A DISTANCE OF 263.43' TO A POINT; THENCE N 36°48'00" E A DISTANCE OF 143.57' TO A POINT ON THE EAST LINE OF LOT 3A; THENCE ALONG SAID EAST LINE S 02°09'41" W A DISTANCE OF 123.23' TO THE SE CORNER OF LOT 3A; THENCE ALONG THE SOUTH LINE OF SAID LOT S 32°33'23" W A DISTANCE OF 87.47' TO A POINT; THENCE S 59°20'23" W A DISTANCE OF 112.10' TO A POINT; THENCE S 78°59'23" W A DISTANCE OF 309.15' TO A POINT; THENCE N 33°33'07" W A DISTANCE OF 172.35' TO A POINT; THENCE S 88°05'50" W A DISTANCE OF 124.20' TO A POINT; THENCE S 61°22'11" W A DISTANCE OF 68.00' TO THE SW CORNER OF LOT 3A; THENCE ALONG THE WEST LINE OF SAID LOT N 02°16'02" E A DISTANCE OF 123.34' TO THE POINT OF BEGINNING, CONTAINING 153,953 SQ. FEET, 3.53 ACRES, MORE OR LESS.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: December 8, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0050: Rezoning (5901 W MICHAEL COLE DR/MICHAEL COLE DR LLC, 436):** Submitted by SWOPE CONSULTING for property located at 5901 W. MICHAEL COLE DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 7.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and CCR, CONSERVATION, CULTURAL, AND RECREATION.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0050** to City Council with a recommendation of approval.”

RECOMMENDED MOTION:

*“I move to forward **RZN-2025-0050** to City Council with a recommendation of approval.”*

NOVEMBER 10, 2025 PLANNING COMMISSION MEETING:

At the November 10, 2025 Planning Commission meeting, the rezoning was tabled at the applicant’s request to provide additional time to coordinate staff comments.

BACKGROUND:

The subject property is in west Fayetteville approximately 500 feet south of the intersection of W. Michael Cole Dr. and W. Wedington Dr. The subject area contains 8.50 acres, only 7.67 acres of which is proposed to be rezoned. The area is composed of three parcels which are zoned R-A, Residential Agricultural and which have been constructed with a 2,263 square-foot single-family dwelling constructed in 1979 along with multiple outbuildings. The property is located within the floodplain, floodway, and the streamside protection zone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single- and Two-Family Residential	R-A, Residential Agricultural
South	Single-Family Residential; Harmony Pointe Park	R-A, Residential Agricultural; P-1, Institutional
East	Single- and Two-Family Residential	R-A, Residential Agricultural
West	Two-Family Residential	RMF-6, Residential Multi-Family, 6 Units Per Acre

Request: The request is to rezone the subject property from R-A, Residential Agricultural to RI-12, Residential Intermediate, 12 Units per Acrea (4.14 acres) and CCR, Conservation, Cultural,

and Recreation (3.53 acres). A 0.83 acre portion of the property is proposed to remain R-A, Residential Agricultural.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The property's frontage along West Michael Cole Drive, a residential link, is partially improved with asphalt paving. Any street improvements required in these areas would be determined at the time of development proposal

Water: Public water is available to the subject area. There is an existing 4-inch water main along the south side of W. Michael Cole Drive.

Sewer: Sanitary sewer is available to the subject area. There is an existing 10-inch and two 12-inch sewer main connections running east to west through the middle of the subject properties. There are no known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan adjacent to this property.

Drainage: A portion of the property lies within a FEMA Floodplain. There is a protected stream, and hydric soils are present in the area. A floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA. Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. No portion of the property lies within the Hillside-Hilltop Overlay District.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately 2.1 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time

would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning districts, RI-12, Residential Intermediate, 12 Units per Acre and CCR, Conservation, Cultural, Recreation require **20% and 80% minimum canopy preservation, respectively**. The current zoning district, R-A, Residential-Agricultural requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and Natural Area**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

Natural Areas consist of lands approximating or reverting to wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **1-5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 7, 835 N. Ruppel Rd)
- Near Sewer Main (10" and 12" within the property)
- Near Water Main (4", Michael Cole Dr.)
- Near City Park (Harmony Pointe Park)
- Near Paved Trail (Wedington Side Path)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **Land Use Compatibility:** Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4.14 acres in the north to RI-12,

Residential Intermediate, 12 Units per Acre. While the property is primarily surrounded by R-A, Residential Agricultural zoning to the north, south, and east, staff finds that these adjacent lots are generally constructed in line with RMF-6 standards rather than the significantly larger lot sizes and lower densities required of the R-A district. There are a high number of two-family dwellings in the immediate vicinity and an approximately five-acre development under construction at the W. Wedington / Michael Cole intersection includes primarily four-family dwellings. While there is some overlap with existing floodplain proposed in the RI-12 rezoning area, the applicant has indicated an intent to submit a LOMR to FEMA to revise the floodplain boundaries and remove this encroachment. Additionally, the request proposes to upzone the portion of the property outside of the floodplain and downzone the portion of the property within it, creating an overall density allowance of 49 residential units. Further, adjacent developments and rezonings have been slowly increasing the density of the surroundings, and a rezoning to RI-12 could support a broader range of housing types in an area experiencing increased demand for housing and other services.

A significant portion of the property lies within the floodplain, with some areas located in the floodway. Most of this area is proposed to be rezoned to CCR, Conservation, Cultural and Recreation, a district intended to “to conserve, preserve, protect, or enhance natural resources such as floodplains, streams, wetlands, steep topography, woodlands, meadows and wildlife habitat, or for the purpose of improving and restoring such property's ecosystem services.” A legal instrument has been provided to preserve this area in alignment with zoning requirements and would need to be fully executed prior to City Council approval, should the item be forwarded. Staff finds the preservation of this area would remove development entitlements within sensitive environmental areas and provide permanent protection for the floodplain and streamside protection areas. The existing house is proposed to remain R-A, Residential Agricultural, which would permit it and its associated outbuildings to be utilized and maintained. On the balance of considerations, staff recommends approval of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the goals in City Plan 2040 and the property's split future land use designation as a Residential Neighborhood area and “Natural” area. The applicant's decision to downzone a portion of the area to CCR indicates an attempt to acknowledge and protect ecologically sensitive areas on the property, while zoning the remainder of the subject area to permit a similar development entitlement outside of the floodplain.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds there is justification to rezone the property from R-A to RI-12 and CCR. Staff finds that the combined zoning is roughly in line with adjacent development patterns and would further provide permanent protection over sensitive ecological features. A rezoning to RI-12 could permit units in a

missing middle style when subdivided onto individual lots, potentially enabling homeownership of smaller, more attainable dwelling units in an area of town experiencing increased development pressure.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from R-A to RI-12 and CCR has the potential to increase traffic to this location, and could be to an appreciable degree, though there are limiting factors to the property. While there are relatively limited nonresidential services in the area, staff finds that nonresidential commercial uses are permitted in close proximity. The property has access to existing public infrastructure and proposes to rezone approximately half of the subject area to a conservation zoning district. As such, staff finds the proposed rezoning is not likely to increase the load on public services to an undesirable degree and that an increase in residential density in the area could serve to encourage development of commercial uses. Any street improvements required in this area would be determined at the time of development proposal. Fayetteville Public Schools did not comment on this request.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The property has access to water and sewer, and any increase in density would have to be balanced with any necessary upsizing of those facilities required to serve the development to be borne by the developer. Fayetteville Public Schools did not comment on the request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends RZN-2024-0050 be forwarded to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>December 8, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: PAYNE		"I move to forward RZN-2025-0050 to City Council with a recommendation of approval."	
Second: CABE			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Unified Development Code
 - §161.03 District R-A, Residential-Agricultural
 - §161.12 District RI-12, Residential Intermediate – Twelve (12) Units per Acre
 - §161.38 District CCR, Conservation, Cultural and Recreation
 - Long-Range Planning Memo
 - Request Letter
 - Legal Instrument of Preservation
-

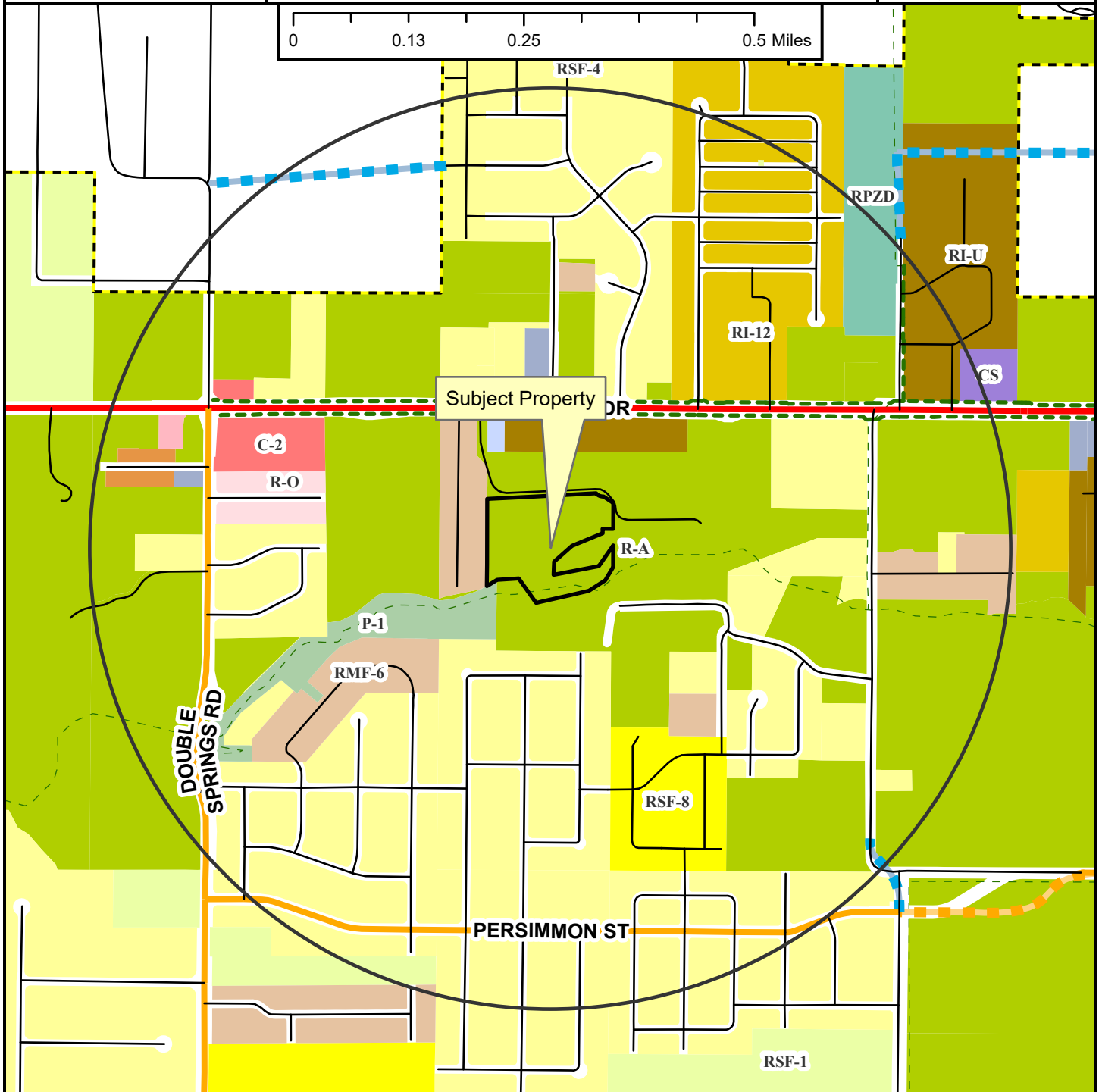
RZN-2025-0050

5901 W. MICHAEL COLE DR

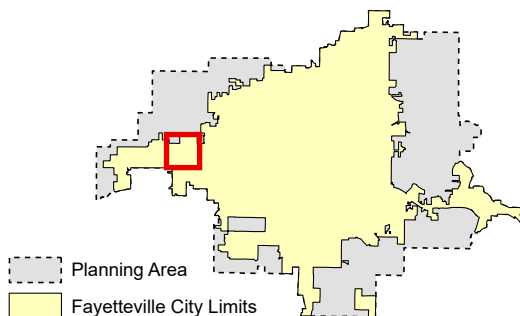
One Mile View

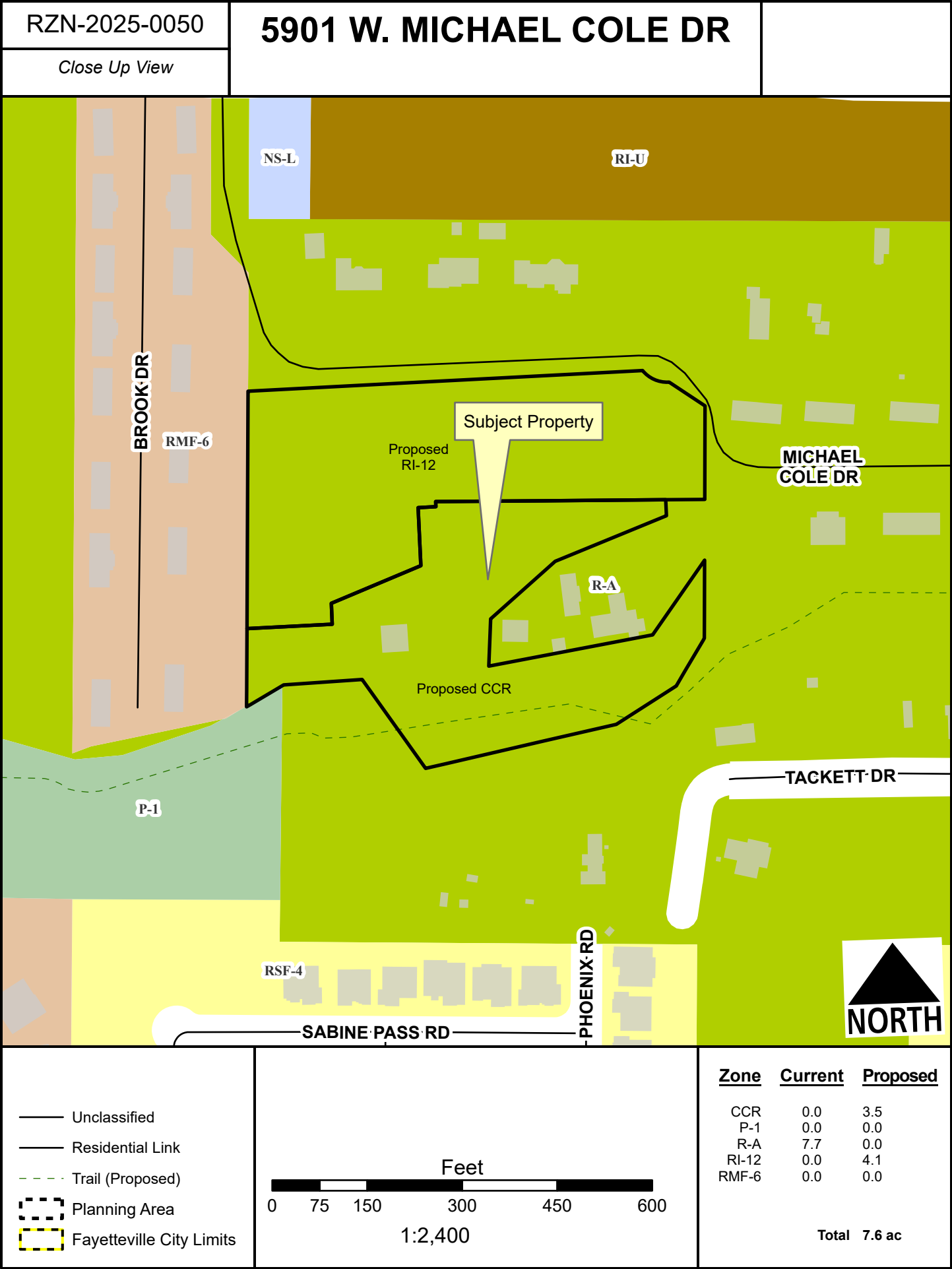


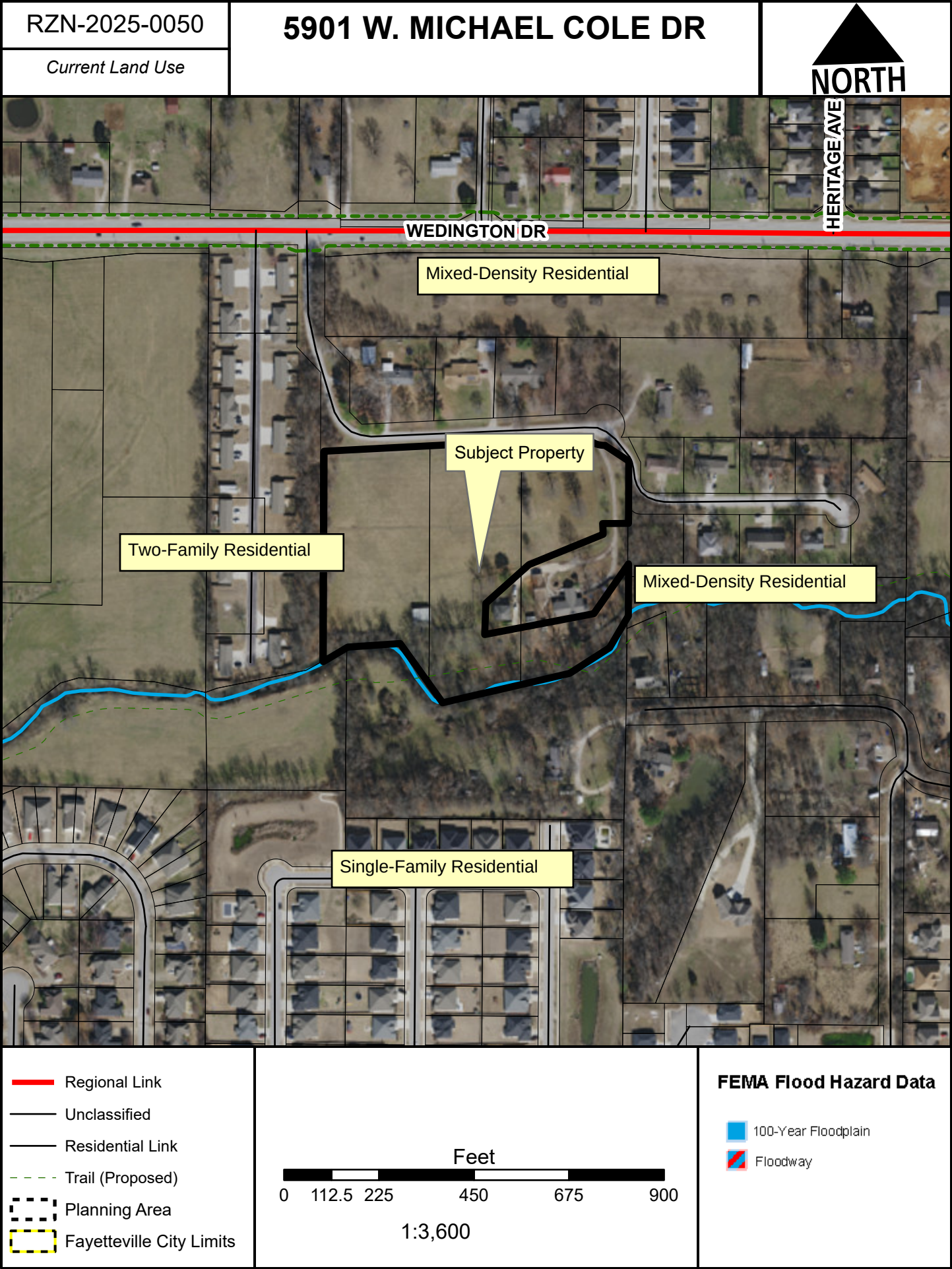
0 0.13 0.25 0.5 Miles



- Regional Link
- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



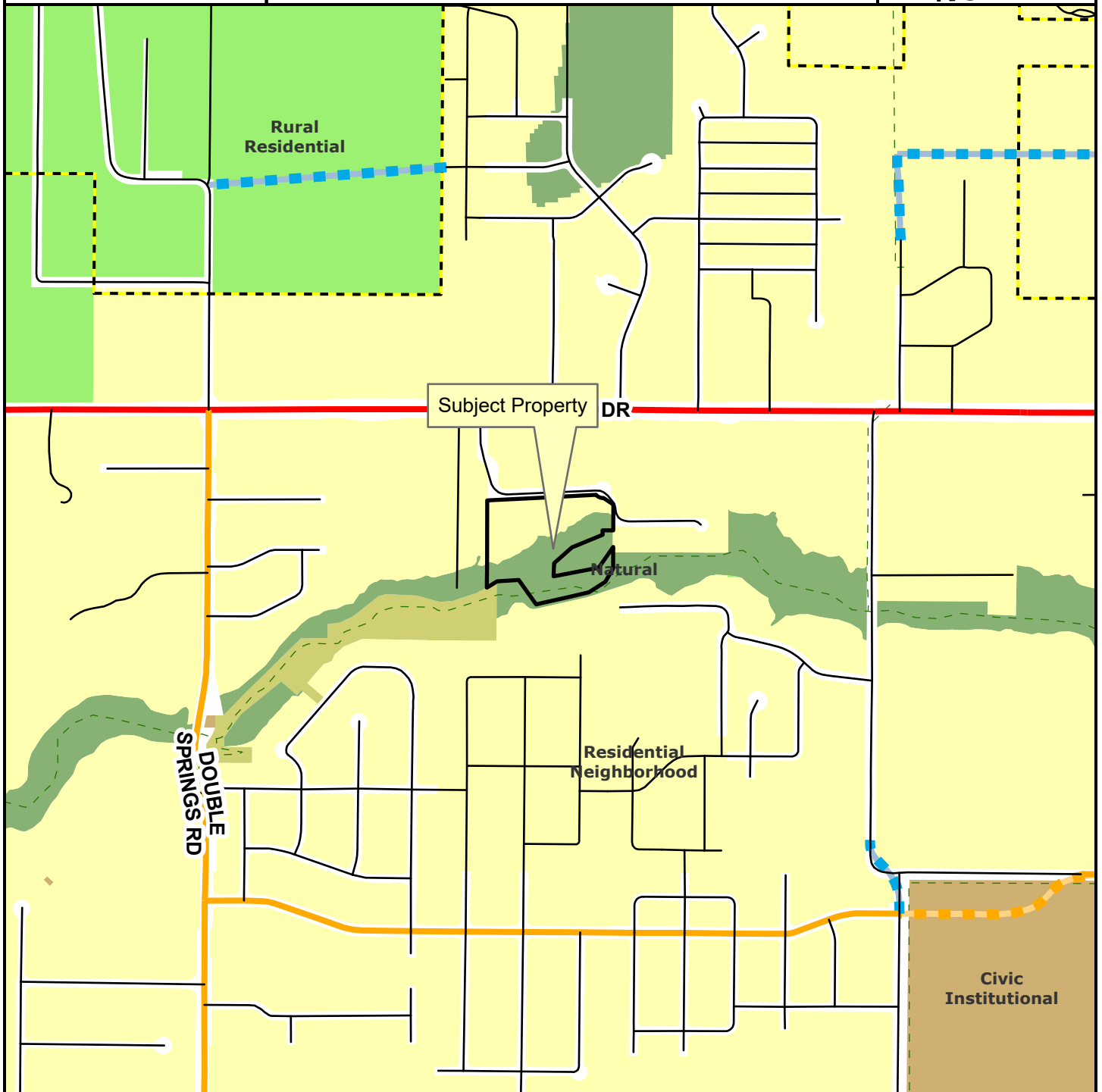




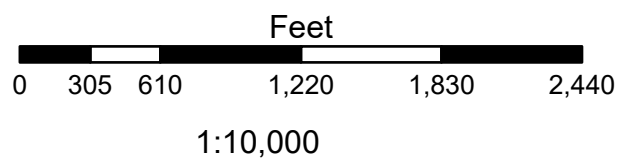
RZN-2025-0050

5901 W. MICHAEL COLE DR

Future Land Use



- Regional Link
- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710, §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre

(A) *Purpose.* The RI-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12
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(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) and four (4) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§4, 8, 9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6658, §2(Exh. A), 5-2-23)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.38 District CCR, Conservation, Cultural, And Recreation

(A) *Purpose.* The Conservation, Cultural, and Recreation District is a designation requested by the owner of property that the city and the owner have determined beneficial and desirable to conserve, preserve, protect, or enhance natural resources such as floodplains, streams, wetlands, steep topography, woodlands, meadows and wildlife habitat, or for the purpose of improving and restoring such property's ecosystem services. Further, this district serves to permit certain limited uses and activities which are not detrimental to the land and consistent with these purposes.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
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(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

- (1) At least 80% of the zoned area shall be left undeveloped as green space.
- (2) No more than 10% of the Conservation, Cultural, and Recreation zoned area may be dedicated to open space that also contains hard surface areas such as parking, paved trail, or other impervious ground cover.

(E) *Setback Requirements.*

- (1) Minimum setback from the front property line shall be 20 feet.
- (2) Minimum setbacks from all other property lines shall be 50 feet.
- (3) A minimum setback of 50 feet shall be established parallel to all floodplain lines shown on currently adopted FIRM panels.
- (4) A minimum setback of 100 feet shall be established parallel to the top of bank along all streams protected within the Streamside Protection Zones of §168.12.
- (5) A minimum setback of 100 feet shall be established parallel to the edge of open bodies of water.

(F) *Height Requirements.*

Building height maximum	2 stories
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(G) *Building area.* Maximum lot coverage shall be 5% of the zoned area.

(H) *Legal Instrument for Permanent Protection.* Green space shall be protected in perpetuity by an easement deed or other binding legal instrument that is recorded with the rezoning at the time of rezoning. The instrument shall be a permanent conservation easement or equivalent legal document such as:

- (1) A permanent conservation easement conveyed to the city or a land trust or similar conservation oriented nonprofit organization with legal authority to accept such easements. The conservation organization must be bona fide and in perpetual existence and the conveyance instrument shall contain an appropriate provision for conveyance to another nonprofit conservation organization or to the city in the event the originally designated organization becomes unable to fulfill its functions, or
- (2) An equivalent legal document that provides permanent protection, if approved by the city.

(Ord. No. 6884, §1(Exh. A), 6-17-25)



TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: November 10, 2025

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0050

BACKGROUND:

The applicant requests to rezone approximately 8.5 acres, from R-A, Residential Agricultural to RI-12, Residential Intermediate 12 Units Per Acre (4.14 acres) and CCR, Conservation, Cultural and Recreation (4.64). Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Climate Action Plan*.

City Plan 2040 (2020):

City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 5 – We will assemble an enduring green network.
 - 3.5.1 – Vigilantly nurture a continuum of greenspace including: 1. Riparian buffer areas... 3. Small neighborhood parks, squares, commons and greenbelts (p.41)
 - 3.5.3 – Promote conservation easements and alternative development patterns that encourage efficient use of land. (p.41)
- Goal 6 – We will create opportunities for attainable housing.
 - 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.45)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of affordable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

Climate Action Plan (2024):

The Climate Action Plan conceptualizes "nature-based solutions that utilize ecosystem services provided by lands" in the City that contribute to flood and erosion control. Limiting development in a floodplain will maintain these vital ecosystem services and reduce flood threats to public infrastructure and private property.¹

DISCUSSION:

The property was annexed into the City by special election in November 1982 and assigned the

¹ *Climate Action Plan*, 38-39.

R-A zoning at that time. R-A zoning is no longer the appropriate designation for this area as surrounding land uses have evolved, infrastructure has been established, and more appropriate zoning districts that limit development and conserve ecological areas have been created. This request includes a creative approach to maximize gentle residential density and conserve a sensitive riparian area. By zoning the northern portion of the site RI-12, it would concentrate density, infrastructure, and impervious surface away from the floodplain. Limiting development in a floodplain will maintain these vital ecosystem services and reduce flood threats to public infrastructure and private property, aligning with concepts in the *Climate Action Plan*.²

City Plan 2040 and Future Land Use Plan:

This area is designated as both Residential Neighborhood and Natural areas, with Natural roughly following the floodplain. Residential Neighborhood areas are primarily residential in nature but emphasizes using “principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.”³ Prioritizing creating compact and connected neighborhoods in areas where infrastructure already exists provides better outcomes for residents, reduces dependency on vehicles via alternative transit options, minimizes public investment in infrastructure costs, and supports Goals 1, 2, 3, and 4 of *City Plan 2040*. Further, the designation of the southern portion of the site as CCR aligns with the future land use designation (Natural) and would contribute to the conservation of an area with limited development potential and high flood risk, but with value as an environmental resource, which supports Goal 5 of *City Plan 2040*.⁴

Property History:

The subject properties contain two single-family dwellings constructed in 1979 and ca. 2001 as well as a detached garage that appears to function as an accessory dwelling unit constructed in 2006. This request does not impact historic resources.



From Left: 5901 W. Michael Cole Dr. (Source: Realtor.com), 5913 W. Michael Cole Dr. (Source: Google Streetview), and 5925 W. Michael Cole Dr. (Source: Google Streetview)

² *Climate Action Plan*, 38-39.

³ *City Plan 2040*, 130.

⁴ *City Plan 2040*, 126.



October 20th, 2025

City of Fayetteville – Planning Department
Attn: Donna Wonsower
125 W Mountain St
Fayetteville, AR 72701

RE: Rezoning Request for 5901, 5913, and 5925 West Michael Cole Drive, Fayetteville, Arkansas

This narrative is submitted in support of the rezoning request for the properties located at 5901, 5913, and 5925 West Michael Cole Drive, Fayetteville, Arkansas, encompassing approximately 8.5 acres. This request seeks to rezone the northern portion of the property from its current R-A, Residential Agricultural, designation to RI-12, Residential Intermediate, while simultaneously rezoning the southern portion, which contains an existing floodplain and floodway, to a Conservation, Cultural, And Recreation (CCR) District. This two-part request is a thoughtful and deliberate approach to land use that is fully compatible with and will not adversely affect or conflict with the surrounding land uses, and is consistent with the goals of the City of Fayetteville's Master Street Plan and the 2040 City Plan.

The subject properties are situated on Michael Cole Drive, a street classified as a Residential Link Street by the City's Master Street Plan. The proposed RI-12 zoning for the developable northern portion of the property is a harmonious fit for this context. The RI-12 district is designed to permit and encourage the development of detached and attached dwellings, offering a development potential that is intermediate between low and medium density. This provides a greater variety of housing values and types, which is a key objective of the City's comprehensive planning. Furthermore, the RI-12 zoning is expressly intended to encourage development in areas with existing public facilities, which is the case here.

The current land use designation for this area is "Residential Neighborhood." This designation is intended to support a wide variety of housing types, including single-family, duplexes, rowhouses, and multifamily units, of appropriate scale and context. The proposed RI-12 zoning, which allows for both detached and attached dwellings, aligns perfectly with this vision. The R-A zoning, while protective of agricultural land, is a transitional designation. The requested rezoning to RI-12 represents a logical and orderly transition from a rural to an urban development pattern, in accordance with the City's growth strategy. It prevents the wasteful scattering of development and promotes a more compact, well-planned residential environment, contributing to the conservation of the tax base and the efficient use of public funds for services.

Preliminary analysis indicates that the subject properties are adequately supported by existing infrastructure. Public utilities, including without limitation, water and sewage systems, are available to the site, and the street network, specifically Michael Cole Drive, is a Residential Link Street that can accommodate the anticipated traffic from the proposed development. This robust infrastructure support further demonstrates the site's readiness for the requested zoning change and its ability to absorb the development without creating an adverse impact on the surrounding area.

A critical and innovative component of this rezoning request is the proposal to rezone the southern portion of the property, which is encompassed by an existing floodplain and floodway, to Conservation, Cultural, And Recreation (CCR) District. This proactive measure is a testament to the applicant's commitment to responsible development and environmental stewardship. The Conservation, Cultural, And Recreation (CCR) District designation will protect and maintain this natural site amenity, preventing development in a sensitive ecological area. This not only preserves the natural function of the floodplain and floodway but also provides a valuable open space and green corridor that will enhance the quality of life for future residents and the surrounding neighborhood permanently.

In conclusion, the proposed rezoning to RI-12 and CCR (Conservation, Cultural, And Recreation) is a compatible and well-reasoned request that will not adversely affect or conflict with the surrounding land uses. It aligns with the City of Fayetteville's comprehensive plan, provides for a greater variety of housing options in a suitable location, and utilizes a dual-zoning approach to responsibly develop a portion of the property while permanently protecting a critical natural feature. This request represents a logical step in the orderly growth of Fayetteville and will result in a valuable and well-planned residential community.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Swope". The signature is fluid and cursive, with the first name "Phil" and last name "Swope" clearly distinguishable.

Phil Swope, PE
Project Engineer

CONSERVATION EASEMENT

This CONSERVATION EASEMENT (this “Conservation Easement”), dated as of November __, 2025 (the “Effective Date”), by and between **MICHAEL COLE DRIVE, LLC**, an Arkansas limited liability company (the “Grantor”) and the **CITY OF FAYETTEVILLE**, an Arkansas municipality (the “Grantee”) (collectively referred to herein as “Parties”).

RECITALS

WHEREAS, Grantor is the sole owner in fee simple title to 3.53 acres (more or less) of certain real property located in Fayetteville, Washington County, Arkansas, more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”);

WHEREAS, Grantee is qualified to hold a conservation easement, and is a governmental body empowered to hold an interest in real property under the laws of the State of Arkansas;

WHEREAS, Grantor and Grantee have the common purpose of conserving the above-described Property in perpetuity, and the State of Arkansas has authorized the creation of conservation easements pursuant to Ark. Code Ann. §15-20-401 *et seq.*, and Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW THEREFORE, in consideration of the above and mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual Conservation Easement for and in favor of Grantee upon the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Purpose.** The purpose of this Conservation Easement is to conserve and protect the Property’s open and scenic character; to assure that the Property will be protected from urban development, retained forever in its natural, forested, and agricultural condition; and to prevent any use of the Property which will impair or interfere with the general natural character of the Property.

2. **Rights of Grantee.** The following rights are conveyed to Grantee by this Conservation Easement.

A. Inspection. Upon ten (10) days prior written notice to Grantor, the Grantee shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times for the purpose of determining whether the provisions of this Conservation Easement are being observed.

B. Right to Protect. The right to take action to preserve and protect the conservation values of the Property.

C. Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use.

3. **Reserved Rights**. Grantor reserves for itself and successors in interest with respect to the Property, all rights with respect to the Property except as provided herein, including, without limitation, the right of exclusive use, possession, and enjoyment of the Property, and the right to sell, transfer, lease, mortgage, or otherwise encumber the Property, subject to the restrictions and covenants set forth in this Conservation Easement.

4. **Restrictions**. The following restrictions apply to the Property:

A. Use. The Property shall not be used for residential, commercial, or industrial purposes. There shall be no storing or dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property that may negatively impact or be detrimental to the Property or to the surface or subsurface waters of the Property. Livestock animals shall not be allowed on the Property.

B. Construction. Absent written approval from the Grantee, there shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock, or any other temporary or permanent structure or facility or any other man-made structures on the Property except in connection with the repair, maintenance, or replacement (but not expansion) of any structures and other improvements located on the Property as of the Effective Date of this Agreement. Grantor shall have the right to maintain, renovate, and repair existing buildings, structures, fences, pens, wells, dams and reservoirs, utilities, and other improvements, and in the event of their destruction, to reconstruct any such existing improvement with another of similar size, function, capacity, location, and material.

C. Cutting and Clearing of Trees. There shall be no removal, destruction, or cutting of live trees on the Property except that trees may be removed anywhere on the Property that endanger public safety, are diseased, damaged, or fallen, or need to be removed to ensure the health or productivity of other trees or ecological attributes of the Property, or in connection with the construction of permitted structures. Trees may also be removed to maintain existing views, paths, utility lines, roads, trails, driveways, or open space, and for cutting firewood for use on the Property. Such trees may be removed without notice to Grantee, so long as such removal is carried out in a manner designed to minimize their potential negative impacts on the Property's conservation values and the purposes of this Conservation Easement.

D. Chemicals. No pesticide, herbicide, fertilizer, or other chemical treatment for land, water, vegetation, or animals shall be used if the use shall violate any applicable state, local or federal law or regulation.

E. Subdivision. Subdivision of the property is prohibited without permission of the Grantee. Subdivided parcels shall remain subject to the terms and conditions set forth in this Conservation Easement.

F. Health and Safety Measures. Notwithstanding any other restriction contained in this Conservation Easement, the Grantor may take such actions with respect to the Property as are necessary to protect the health and safety of the public and persons using the property; provided that if any such action is contrary to a restriction contained herein, the action shall be limited to the minimum variation necessary to afford the required protection.

5. **Taxes**. Grantor shall pay any and all applicable real property taxes and assessments levied by competent taxing authority on the Property.

6. **Maintenance**. Grantor shall, at Grantor's sole expense, operate, maintain and keep up the Property consistent with the purpose of this Conservation Easement.

7. **Public Access**. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof if no such right existed in the public immediately prior to the execution of this Conservation Easement.

8. **Recording Requirements**. Grantor shall record this Conservation Easement in the official records of Washington County, Arkansas. Grantor shall thereafter insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property, and shall provide a photocopy of the recorded Conservation Easement to the new owner(s).

9. **Enforcement**. The terms and conditions of this Conservation Easement may be enforced in an action at law or equity by the Grantee against the Grantor or any other party violating or attempting to violate these Restrictions. Venue for any such action shall be in Washington County, Arkansas. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions, and restrictions of this Conservation Easement, including without limitation, the costs of suit, and attorney's fees, shall be borne by and recoverable against the non-prevailing party in such proceeding.

10. **Assignment of Rights**. Grantee shall hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state and federal laws and committed to holding this Conservation Easement exclusively for the purposes stated herein. Grantee shall notify Grantor in writing of any intention to reassign this Conservation Easement to a new grantee at least sixty (60) days in advance thereof, and the Grantor must accept the assignment in writing.

11. **Successors**. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

12. **Notices.** All notices, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail return receipt requested, addressed to the appropriate party at the following address or such address as may be hereafter specified by notice in writing.

Grantor: Michael Cole Drive, LLC
P.O. Box 1287
Bentonville, Arkansas 72712-1221

Grantee: City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

13. **Interpretation.** This instrument is intended to create a real property interest for conservation purposes, as defined in Ark. Code § 15-20-401 *et seq.*, and shall be interpreted consistently with such intention.

14. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

15. **Alteration or Revocation.** This Conservation Easement may be amended, altered, released, canceled, or revoked only by written agreement between the Parties hereto or their heirs, assigns, or successors in interest.

16. **Extinguishment.** If all or part of the Property is taken by eminent domain, or if a subsequent, unexpected change in the conditions surrounding the Property make impossible the continued use of the Property or any portion thereof for conservation purposes, the restrictions may only be extinguished in whole or in part, by judicial proceeding in a court of competent jurisdiction.

17. **Headings.** The headings herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

18. **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Arkansas.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the property.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this ____ day of _____, 2025.

GRANTOR:

MICHAEL COLE DRIVE, LLC,
an Arkansas limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)
COUNTY OF _____)

SS.

On this ____ day of _____, 2025, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, being the person authorized by Michael Cole Drive, LLC, to execute such instrument, stating their respective capacities in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the _____ of the Michael Cole Drive, LLC, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of Michael Cole Drive, LLC, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025

Notary Public

My Commission Expires: _____

[Signature Page to Conservation Easement]

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this ____ day of _____, 2025.

GRANTEE:

CITY OF FAYETTEVILLE,
an Arkansas municipality

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)
COUNTY OF _____)

SS.

On this ____ day of _____, 2025, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, being the person authorized by the City of Fayetteville, to execute such instrument, stating their respective capacities in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he/she was the _____ of the City of Fayetteville, and was duly authorized in his/her respective capacity to execute the foregoing instrument for and in the name and behalf of said City of Fayetteville, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025

Notary Public

My Commission Expires: _____

[Signature Page to Conservation Easement]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[Exhibit A to Conservation Easement]

**BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.**

DEED DESCRIPTION
FILE # 2025-00008131

SURVEY DESCRIPTION LOT 3A (THIS PLAT).

A TRACT OF LAND BEING ALL OF LOT 3, ALL OF LOT 4 AND ALL OF LOT 5 OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT BOOK 7 AT PAGE 32, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND THE NORTHWEST CORNER OF SAID LOT 3, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF W. MICHAEL COLE DRIVE (60' RW); THENCE ALONG SAID SOUTH LINE N89°00'20"E 623.73 FEET TO AN IRON PIN FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 54°24'08", A RADIUS OF 50.00 FEET, A LONG CHORD THAT BEARS S64°28'47"E 45.71 FEET, AN ARC DISTANCE OF 47.47 FEET TO AN IRON PIN FOUND; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S64°29'46"E 67.90 FEET TO AN IRON PIN FOUND; THENCE S02°09'41"W PASSING AT A DISTANCE OF 322.64 AN IRON PIN FOUND FOR TOTAL DISTANCE OF 366.78 FEET; THENCE S32°33'23"W 87.47 FEET; THENCE S59°20'23"W 112.10 FEET; THENCE S78°59'23"W 309.15 FEET; THENCE N33°33'07"W 172.35 FEET; THENCE S88°05'50"W 124.20 FEET; THENCE S61°22'41"W 68.00 FEET; THENCE N02°16'02"E PASSING AT A DISTANCE OF 33.58 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 498.24 FEET TO THE POINT OF BEGINNING, CONTAINING 8.79 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

PROPOSED RL-12 ZONING
SURVEY DESCRIPTION

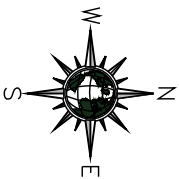
A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE NORTH LINE OF SAID LOT N 88°59'29" E A DISTANCE OF 250.64' TO A ; THENCE N 89°00'55" E A DISTANCE OF 373.09' TO A FOUND IRON REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 47.47' WITH A RADIUS OF 50.00' WITH A CHORD BEARING OF S 64°28'47" E, WITH A CHORD LENGTH OF 45.71' TO A FOUND IRON REBAR; THENCE S 64°29'46" E A DISTANCE OF 67.90' TO A FOUND IRON REBAR BEING THE NE CORNER OF LOT 3A; THENCE ALONG THE EAST LINE OF SAID LOT 3A S 02°09'41" W A DISTANCE OF 147.65' TO A POINT; THENCE N 88°28'43" W A DISTANCE OF 424.82' TO A POINT; THENCE S 00°00'00" E A DISTANCE OF 8.00' TO A POINT; THENCE S 89°00'16" W A DISTANCE OF 27.92' TO A POINT; THENCE S 00°35'00" E A DISTANCE OF 91.69' TO A POINT; THENCE S 69°11'26" W A DISTANCE OF 153.42' TO A POINT; THENCE S 00°48'53" E A DISTANCE OF 33.00' TO A POINT; THENCE S 89°00'16" W A DISTANCE OF 134.85' TO A POINT ON THE WEST LINE OF SAID LOT 3A; THENCE ALONG SAID WEST LINE N 02°16'02" E A DISTANCE OF 374.90' TO THE POINT OF BEGINNING, CONTAINING 180.455 SQ. FEET, 4.14 ACRES, MORE OR LESS.

PROPOSED CONSERVATION, CULTURAL
AND RECREATION ZONING DISTRICT
SURVEY DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

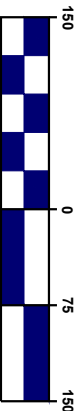
COMMENCING FROM THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02" W A DISTANCE OF 374.90' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N 89°00'16" E A DISTANCE OF 134.85' TO A POINT; THENCE N 00°48'53" W A DISTANCE OF 33.00' TO A POINT; THENCE N 69°11'26" E A DISTANCE OF 153.42' TO A POINT; THENCE N 00°35'00" W A DISTANCE OF 91.69' TO A POINT; THENCE N 89°00'16" E A DISTANCE OF 27.92' TO A POINT; THENCE N 00°00'00" W A DISTANCE OF 8.00' TO A POINT; THENCE S 88°28'43" E A DISTANCE OF 363.26' TO A POINT; THENCE S 00°43'23" E A DISTANCE OF 25.19' TO A POINT; THENCE S 69°41'28" W A DISTANCE OF 190.01' TO A POINT; THENCE S 50°14'35" W A DISTANCE OF 136.41' TO A POINT; THENCE S 04°22'29" W A DISTANCE OF 74.47' TO A POINT; THENCE N 87°13'21" E A DISTANCE OF 283.43' TO A POINT; THENCE N 36°48'00" E A DISTANCE OF 143.57' TO A POINT ON THE EAST LINE OF LOT 3A; THENCE ALONG SAID EAST LINE S 02°09'41" W A DISTANCE OF 123.23' TO THE SE CORNER OF LOT 3A; THENCE ALONG THE SOUTH LINE OF SAID LOT 3A S 32°33'23" W A DISTANCE OF 87.47' TO A POINT; THENCE S 69°20'23" W A DISTANCE OF 112.10' TO A POINT; THENCE S 78°59'23" W A DISTANCE OF 309.15' TO A POINT; THENCE N 33°33'07" W A DISTANCE OF 172.35' TO A POINT; THENCE S 88°05'50" W A DISTANCE OF 124.20' TO A POINT; THENCE S 61°22'41" W A DISTANCE OF 68.00' TO THE SW CORNER OF LOT 3A; THENCE ALONG THE WEST LINE OF SAID LOT N 02°16'02" E A DISTANCE OF 123.34' TO THE POINT OF BEGINNING, CONTAINING 153.563 SQ. FEET, 3.53 ACRES, MORE OR LESS.



LEGEND

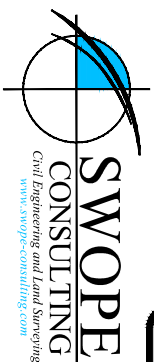
- FOUND MONUMENT AS-NOTED
 - SET MONUMENT AS-NOTED
 - └ GUY ANCHOR
 - ⊕ ELECTRIC METER
 - ⊗ WATER METER
 - ⊙ POWER POLE
 - ⊞ AIR CONDITIONER
 - ⊠ FIELD MEASUREMENT
 - (R) RECORDED MEASUREMENT
 - N/F NOW OR FORMERLY
- | | |
|-------|---------------------------------|
| ————— | BOUNDARY LINE |
| ————— | CENTERLINE OF ROAD |
| ————— | RIGHT-OF-WAY (RW) |
| ————— | BUILDING SETBACK LINE |
| ————— | OVERHEAD POWER LINE |
| ▨ | PROPOSED
RL-12 ZONING |
| ▨ | PROPOSED
CONSERVATION ZONING |

REZONE EXHIBIT



(in feet) 1 inch = 150 ft.

PAGE 1 OF 2

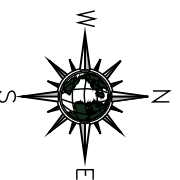


Project Number:
23-120

Certificate of Authorization № 2831

Date: 11/13/2025

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

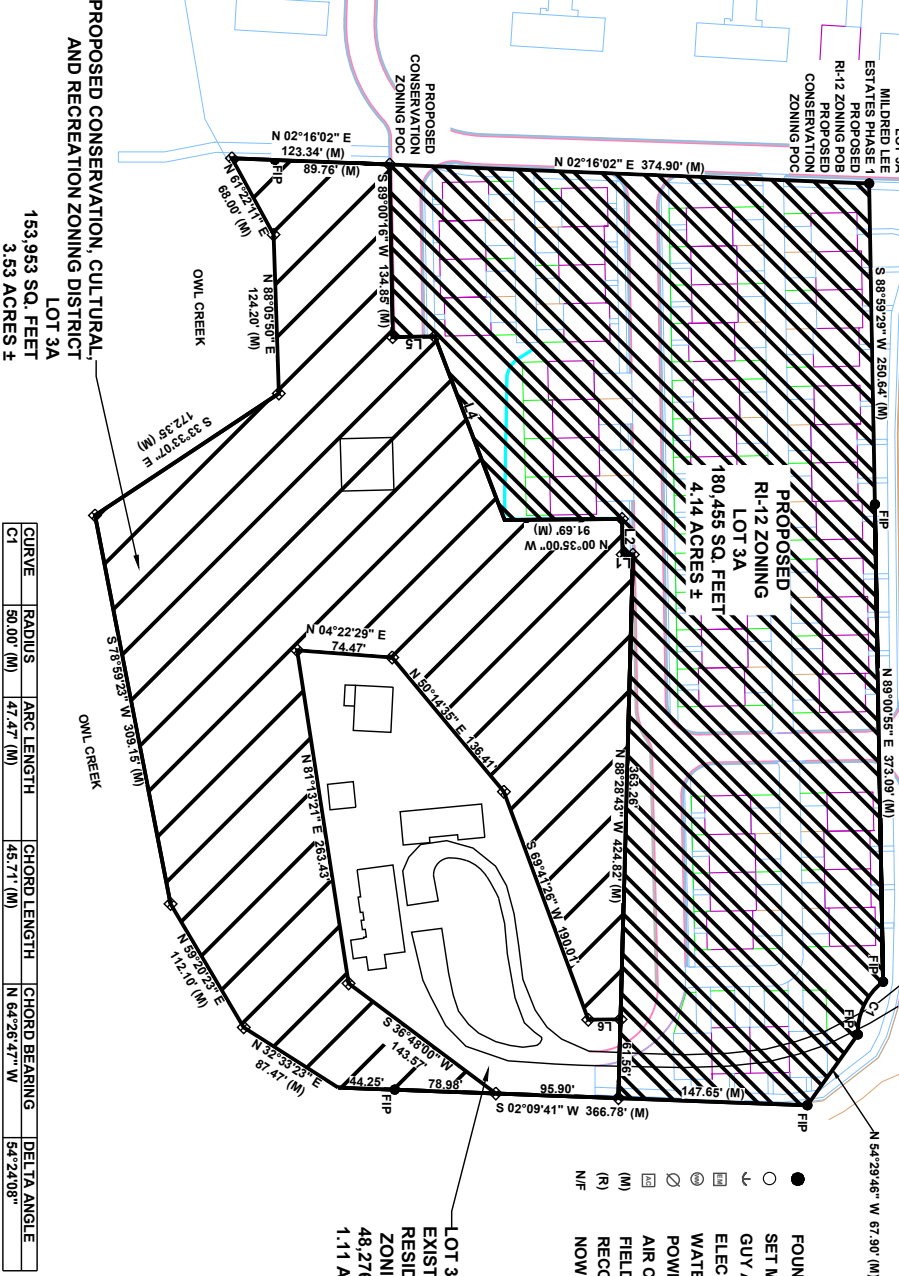


Planning Commission

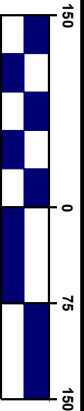
December 8, 2025

RZN-2025-0050 (MICHAEL COLE DR LLC)

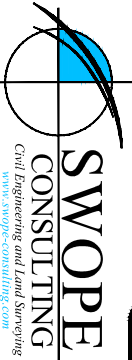
Page 27 of 27



REZONE EXHIBIT



PAGE 2 OF 2



Project Number:
23-120

Certificate of Authorization № 2831

Date: 11/13/2025

#7 Halsted Circle, Suite 210 • Rogers, Arkansas 72756 • 479.877.7388 Office

CONSERVATION EASEMENT

This **CONSERVATION EASEMENT** made this ____ day of _____, 2025, between Michael Cole Drive, LLC, an Arkansas limited liability company ("Grantor) and the City of Fayetteville, Arkansas ("City").

RECITALS:

A. Grantor is the owner in fee simple of certain real property, (the "Protected Property") which constitutes approximately 4.64 acres, is undeveloped and has ecological, scientific, educational and aesthetic value in its present undeveloped state. The Protected Property is located in Washington County, Arkansas along Owl Creek of the Illinois River and tributaries as shown in Exhibit A attached hereto.

B. The Protected Property is a significant natural area that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in Section 107(h)(4)(A)(ii) of the Internal Revenue Code, as amended, and in regulations promulgated thereunder.

C. The condition of the Protected Property as of the date of this grant is documented in a Baseline Documentation Report (Exhibit "B"), prepared by the Grantor and signed and acknowledged by the City of Fayetteville, Arkansas ("City").

D. The Grantor and City have the common purpose of conserving the Protected Property in perpetuity as set forth below, and the State of Arkansas has authorized the creation of conservation easements pursuant to the Arkansas Conservation Easement Act, codified at §15-20- 401 *et seq.*, and Grantor and City wish to avail themselves of the provisions of that law. The City is a qualified organization to be a holder of conservation easements under the Arkansas Conservation Easement Act.

E. The Grantor and City believe that conserving the Protected Property meets the purpose and goals of § 161.38 **District CCR, Conservation Cultural, and Recreation** of the Fayetteville Unified Development Code. Specifically, that the city and the owner have determined it is beneficial and desirable to conserve, preserve, protect, or enhance natural resources such as floodplains, streams, wetlands, steep topography, woodlands, meadows and wildlife habitat, or for the purpose of improving and restoring such property's ecosystem services.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift with no consideration, hereby gives, grants, bargains, sells and conveys unto the City a Conservation Easement in perpetuity over the Protected Property of the nature and character as follows:

1. **Purpose.** The purpose of this Conservation Easement is to ensure that the Protected Property will be retained forever predominantly in its present condition as of the date this Easement was granted, except for limited access by Grantor, or its successors or assigns, as set forth more fully below; to protect the plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property described above. The Grantor intends that this Conservation Easement will restrict the use of the Protected Property to only such activities as are consistent with the purpose of this Conservation Easement.

2. **Prohibited Uses.** Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in paragraph 3 below:

2.1 **No Construction.** There shall be no constructing or placing of any building, recreational facility, mobile home, swimming pool, fence or sign (other than those required by the City for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower (including, but not limited to, cellular telephone), conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the Protected Property.

2.2 **No Excavation.** There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography or surface hydrology of the Protected Property in any manner, except as necessary to meet any stormwater management and drainage requirements in connection with the Grantor's development of the parcel.

2.3 **No Cutting.** There shall be no removal, harvesting, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, use of fertilizers, plowing, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner, except Grantor may, as set forth more fully below, periodically remove dead trees, limbs, vegetation, etc., as reasonably necessary for long-term preservation of the Protected Property, and except as necessary to meet any stormwater management and drainage requirements in connection with the Grantor's development of the parcel.

2.4 **No Biocides.** There shall be no use of pesticides or biocides including, but not limited to, insecticides, fungicides, and rodenticides, and no use of devices commonly known as "bug zappers."

2.5 No Dumping. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Protected Property or on adjacent property, if owned by the Grantor, that could cause erosion or siltation on the Protected Property.

2.6 No Pollution. There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Protected Property or on adjacent property, if owned by Grantor, that would be detrimental to water purity or that could alter the natural water level or flow in or over the Protected Property.

2.7 No Vehicles. There shall be no operation of any types of mechanized vehicles, including motorcycles and all-terrain or off-road vehicles, except as required to maintain the Protected Property as provided for more specifically below.

2.8 No Subdivision. The Protected Property may not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as an entity.

2.9 Density. Neither the Protected Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferrable development rights scheme, cluster development arrangement, or otherwise.

3. **Grantor's Reserved Rights.** The Grantor hereby reserves the following rights:

3.1 Existing Uses. The right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Easement.

- a) Grantor may continue to use or allow the use of the existing shed on the Protected Property but shall not expand the structures or allow operation of motorized vehicles outside of the existing driveway(s).
- b) Prior to making any change in use of the Protected Property, the Grantor shall notify the City in writing to allow the City a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

3.2 Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Conservation Easement, subject to the City's right of first refusal.

3.3 Recreational Activities and Amenities. The right to construct or allow to be constructed soft surface trails, immersive pathways, and wildlife observation structures such as blinds, hides, towers, and platforms.

3.4 Diseased Trees. The right to cut and remove dead, diseased, or exotic trees, shrubs, or plants and to cut firebreaks subject to the prior written approval of the Grantee pursuant to paragraph 4.5 below, except that such approval shall not be required in the case of emergency firebreaks.

3.5 Enforcement. The right (but not the obligation) to enforce the terms of this Conservation Easement, it being understood that City has the same right and obligation.

4. **City's Rights and Obligations.** To accomplish the purpose of this Conservation Easement, subject to the remaining terms set forth herein, the following rights are conveyed to the City by this Conservation Easement:

4.1 Right to Protect. The right to preserve and protect the conservation values of the Protected Property.

4.2 Right of Entry. The right to enter the Protected Property at all reasonable times for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and (e) monitoring and management as described below.

4.3 Monitoring and Management. The right, but not the obligation, to monitor the condition of any rare plant and animal populations, plant communities, and natural habitats on the Protected Property, and to manage them, to the extent deemed appropriate by the City to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of the City, which may include, but not be limited to, mowing, fencing, trapping, or prescribed burning.

4.4 Enforcement. The right and obligation to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 10.

4.5 Discretionary Consent. The City's consent for activities otherwise prohibited under Section 2 above, or for any activities requiring City's consent under Section 3 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Section 2 are deemed

desirable by both the Grantor and the City, the City may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the City's consent under Section 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow the City to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The City may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Protected Property. Notwithstanding the foregoing, the City and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided for above.

4.6 **Annual Inspection and Report.** The right, but not the obligation, to inspect the Protected Property at least annually and prepare an annual report regarding the results of the inspection, including any significant changes to the Protected Property or violations of this Conservation Easement, and any action that will be taken in response thereto. A copy of each annual report, if prepared, will be maintained at City Hall and a copy will be mailed to the fee owner of the Protected Property. The City shall provide notice to B-Unlimited at least seven (7) days in advance of any annual inspection.

4.7 **Utility Easement.** The right to maintain the water/sewer easement that crosses through the Protected Property.

5. **Access.** Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof.

6. **Costs and Liabilities.** The Grantor and its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including without limitation all trails located thereon, and it shall make all decisions regarding these issues at its sole discretion; provided that Grantor shall keep the City's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by the Grantor.

Each party agrees to release and absolve the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that one party may suffer or incur as a result of or arising out of the activities of the other party on the Protected Property, provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas.

7. **Taxes.** The Grantor shall pay any real estate taxes or other assessments levied on the Protected Property.

8. **Title.** The Grantor covenants and represents that the Grantor is the sole owner and is

seized of the Protected Property in fee simple and has good right to grant and convey this Conservation Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, and that the City shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

9. **Hazardous Waste.** The Grantor covenants, represents and warrants to the City that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

10. **City's Remedies.** If the City becomes aware of a violation of the terms of this Conservation Easement, the City shall give notice to: (a) the person(s) responsible for the violation, and (b) the Grantor or the fee owner of the Protected Property if Grantor is no longer the owner (hereafter the "Owner"), at the Owner's last known post office address, of such violation, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Grantor agrees that the Baseline Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Failure by the responsible party to abate the violation and take such other corrective action as may be requested by the City within thirty (30) days after receipt of such notice shall entitle the City or Grantor to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the property to its previous condition; to enjoin the non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from the non-compliance; provided however that Grantor shall in no way and under no circumstances be responsible for any damages. Such damages, when recovered, may be applied by the City only to corrective action on the Protected Property. City shall be entitled to recover its attorney's fees and costs in any successful action to enforce the terms of this Conservation Easement, or the violation thereof, against anyone but Grantor.

The City does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the City, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

11. **Parties Subject to Easement.** The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property. No third party right of enforcement exists. Only the City and/or the Grantor can enforce this Conservation Easement.

12. **Subsequent Transfers.** The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be deemed to be contained within any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or

possessory interest in the Protected Property; and the Grantor further agrees to notify the City of any pending transfer at the time of the transfer or within a reasonable time thereafter.

13. Merger. The Grantor and the City agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Protected Property.

14. Amendment. In the event that the property is affected by unusual and unforeseen circumstances and conditions, Grantor and City by mutual consent may amend this easement; provided that the amendment is not inconsistent with the conservation purpose of this easement; will not result in a net degradation of the conservation values of the property; will not affect the enforceability of the easement; and is accomplished in compliance with any applicable state statute and with section 170(h) of the Internal Revenue Code and all regulations applicable thereto, as they may be in effect at the time. Any such amendment shall be recorded in the official land records where the Protected Property is located.

15. Assignment. The Grantor may assign its interest hereunder by selling the fee interest in the Protected Property. The City may not assign its interest hereunder without the express written consent of the fee owner of the Protected Property; provided that only those entities that are qualified organizations as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, that is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, shall be permitted, and the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance.

16. Extinguishment. The Grantor hereby agrees that, at the time of the conveyance of this Conservation Easement to the City, this Conservation Easement gives rise to a real property right, immediately vested in the City, with a fair market value of the Conservation Easement as of the date of the conveyance that is at least equal to the proportionate value that this Conservation Easement at the time of the conveyance bears to the fair market value of the property as a whole at that time.

That proportionate value of the City's property rights shall remain constant. When a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the City, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement. The City shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

17. Eminent Domain. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the City shall join in appropriate actions at the

time of the taking to recover the full value of the taking and all incidental or direct damages resulting from it, and the proceeds shall be divided in accordance with the proportionate value of the City's and Grantor's interests as of the date this Easement was granted, and City's proceeds shall be used as specified above. All expenses incurred by the Grantor and the City in such action shall be paid out of the recovered proceeds.

18. Miscellaneous Provisions.

18.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

18.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "City" shall include the City of Fayetteville, Arkansas, and its successors and assigns.

18.3 Re-recording. The City is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantor appoints the City its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

18.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

18.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

18.6 Notices. Any notices required in this Conservation Easement shall be sent by certified mail to the following address or such address as may be hereafter specified by notice in writing:

If to Grantor:

Michael Cole Dr, LLC
P.O. Box 1287
Bentonville, AR 72712

If to City:

City of Fayetteville, Arkansas
Attn: Office of the Mayor
113 W. Mountain Fayetteville, AR
Fayetteville, AR 72701

TO HAVE AND TO HOLD the said Conservation Easement unto the said City forever.

IN WITNESS WHEREOF, the Grantor has executed and sealed this document the day and year first above written.

MICHAEL COLE DR, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he or she is the _____ of **Michael Cole Dr, LLC**, and is duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he or she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

ACCEPTANCE

The undersigned does hereby, on behalf of the City of Fayetteville, Arkansas, consent to and accepts the interest and Conservation Easement granted and conveyed to it under and pursuant to the foregoing grant and agrees to observe and perform all obligations imposed on it thereunder. In consideration of the making of such grant of Conservation Easement, the undersigned further agrees as follows:

1. That should it or its successors or assigns acquire the fee simple interest in and to the Protected Property, it shall not cause or permit the merger of such fee simple interest and the Conservation Easement;
2. Not to release the Conservation Easement to the holder of the fee interest unless such holder is an agency of the State of Arkansas, a unit of local government or a not-for-profit corporation or trust whose primary purposes include the conservation of land, natural areas, open space or water areas, or the preservation of native plants or animals, or biotic communities; and
3. That any subsequent conveyance of the Conservation Easement by it or its successors and assigns shall be in accordance with the terms of an Act relating to Conservation Rights in Real Property, Act 567 of 1983, as set forth at A.C.A. § 15-20-401 et seq., as such Act may be amended from time to time, and shall not be in exchange for money, other property or services, but shall be for no consideration and each instrument of subsequent conveyance shall expressly set forth the same requirements.

The undersigned agrees that this acceptance and its covenants and agreements hereunder shall be binding upon the City of Fayetteville and its successors and assigns.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
Molly Rawn, Mayor

Date: _____

ATTEST:

By: _____
Kara Paxton, City Clerk Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Molly Rawn** and **Kara Paxton**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk Treasurer** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2026.

Notary Public

My Commission Expires: _____

Exhibit "A"
Legal Description of Protected Property

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02" W A DISTANCE OF 374.90' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N 89°00'16" E A DISTANCE OF 134.85' TO A POINT; THENCE N 00°48'53" W A DISTANCE OF 33.00' TO A POINT; THENCE N 69°11'26" E A DISTANCE OF 153.42' TO A POINT; THENCE N 00°35'00" W A DISTANCE OF 91.69' TO A POINT; THENCE N 89°00'16" E A DISTANCE OF 27.92' TO A POINT; THENCE N 00°00'00" W A DISTANCE OF 8.00' TO A POINT; THENCE S 88°28'43" E A DISTANCE OF 363.26' TO A POINT; THENCE S 00°43'23" E A DISTANCE OF 25.19' TO A POINT; THENCE S 69°41'26" W A DISTANCE OF 190.01' TO A POINT; THENCE S 50°14'35" W A DISTANCE OF 136.41' TO A POINT; THENCE S 04°22'29" W A DISTANCE OF 74.47' TO A POINT; THENCE N 81°13'21" E A DISTANCE OF 263.43' TO A POINT; THENCE N 36°48'00" E A DISTANCE OF 143.57' TO A POINT ON THE EAST LINE OF LOT 3A; THENCE ALONG SAID EAST LINE S 02°09'41" W A DISTANCE OF 123.23' TO THE SE CORNER OF LOT 3A; THENCE ALONG THE SOUTH LINE OF SAID LOT S 32°33'23" W A DISTANCE OF 87.47' TO A POINT; THENCE S 59°20'23" W A DISTANCE OF 112.10' TO A POINT; THENCE S 78°59'23" W A DISTANCE OF 309.15' TO A POINT; THENCE N 33°33'07" W A DISTANCE OF 172.35' TO A POINT; THENCE S 88°05'50" W A DISTANCE OF 124.20' TO A POINT; THENCE S 61°22'11" W A DISTANCE OF 68.00' TO THE SW CORNER OF LOT 3A; THENCE ALONG THE WEST LINE OF SAID LOT N 02°16'02" E A DISTANCE OF 123.34' TO THE POINT OF BEGINNING, CONTAINING 153,953 SQ. FEET, 3.53 ACRES, MORE OR LESS.

Exhibit “B”
Baseline Documentation Report

FROM: Phil Swope – Civil Engineer, Swope Consulting LLC

SUBJECT: Forestry Assessment, Parcel 765-08445-000, 765-08446-000, and 765-08447-000

Swope Consulting was asked to conduct an assessment for the pond area on parcels 765-08445-000, 765-08446-000, and 765-08447-000. The pond is located on the south side of the lots. The pond and surrounding area are proposed to be in a conservation easement.

BACKGROUND:

This assessment looks at the general condition of the forests, age, species profile, and health of the forests. Information about hydrology, wildlife habitat, and the history of the lands is included in the assessment. The assessment is created with GIS aerial images and information gathered during site visit.



Exhibit 1- Overall site with highlighted proposed conservation easement

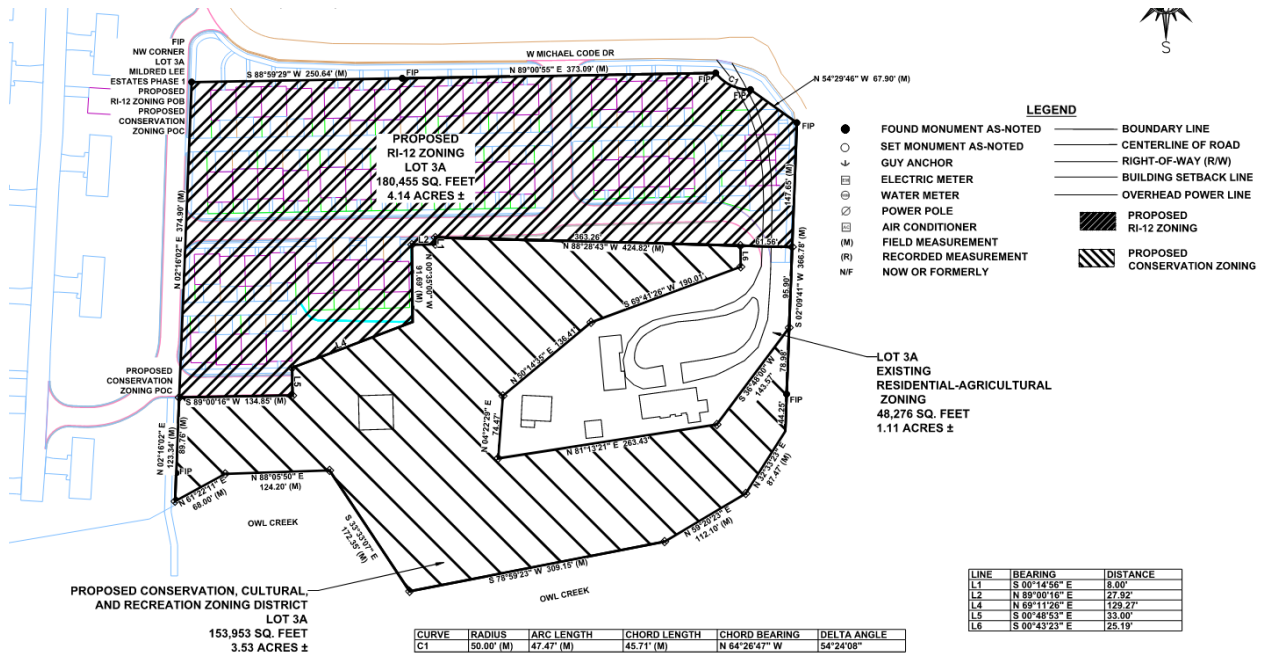


Exhibit 2 – Proposed Easement

This site has been primarily a maintained open field, with no changes to major vegetation. The significant hydrology feature is a large creek, Owl Creek, which traverses the southern boundary. This creek conveys a significant upstream drainage area from the east. This creek is in pristine condition with a limestone bed, as shown in the attached pictures. This stream supports aquatic life, and Mallard Ducks were seen at a site visit. The land was also seen with squirrels and signs of deer.



Exhibit 3

[illegible]

Exhibit 4 Water Flow

The following photos show current conditions of the site and reflect the variety of vegetation. The tree types found were Oak, Hickory and Sycamore.



















MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2025-0060: Rezoning (3816 W. MOUNT COMFORT RD/MOUNT COMFORT PRESBYTERIAN CHURCH, 322 & 361): Submitted by DOROTHY ASHWORTH for property located at 3816 W. MOUNT COMFORT RD. in WARD 4. The property is zoned RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE, and contains approximately 2.90 acres. The request is to rezone the property to P-1, INSTITUTIONAL.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in west Fayetteville at the northwest corner of N. Ruppel Road and W. Mount Comfort Road. Totalling approximately 2.90 acres, the property is zoned RSF-1, Residential Single-Family, 1 Unit per Acre. The property is home to the Mount Comfort Presbyterian Church, which County records indicate has been owned by the entity since 1900 and the property was annexed into the City limits in 2004.

Request: The request is to rezone the subject property from RSF-1, Residential Single-Family, 1 Unit per Acre to P-1, Institutional.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. RSF-1 zoning allows for low-density single-family residential uses and P-1 would allow for institutional uses such as schools, parks, and government facilities. The specific property is the Mount Comfort Presbyterian Church, which County records indicate has been owned by this entity since at least 1900. While the surrounding area has historically been rural and agricultural in nature, recent developments have occurred on adjacent corners; there is now a convenience store and gas station to the east, and a large-scale multi-family development is developing to the southeast. Holt Middle School is to the north, and other recent developments have been approved for residential uses to the east as well. The lot widths, areas, and building height requirements in P-1 are compatible; P-1 is a strictly institutional zoning district, which, after new regulations were approved by City Council in 2024, now also allows for a form-based option with buildings closer to the street for context sensitivity. While the building height allowance for the RSF zoning districts found in the wider area has a maximum building height of 3 stories, P-1 allows for 6 stories which is more consistent with zoning entitlements to the immediate east, southeast, and south. As an additional consideration, staff finds

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

that rezoning this property will bring an existing non-conforming use into compliance with current zoning district standards, and will also be compatible with existing surroundings.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040. A rezoning from RSF-4 to P-1 contributes to City Plan 2040 goal #3, in that it helps promote a compact, complete, and connected development throughout the area by affording the ability to develop additional amenities and services compared with the existing zoning designation. Building schools, parks, and other facilities near residential areas promotes walkability and desirability for residents and families and aligns with the City's goals for infill. The site is within the City Neighborhood classification in the Future Land Use Map, which places non-residential and commercial uses at street intersections and along major corridors.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 6 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #7, 835 N. Ruppel Rd)
- Near Water Main (Mount Comfort Road and Ruppel Road)
- Near Public School (Holt Middle School)
- Near City Park (Bryce Davis Park)
- Near Paved Trail (Sidepath Trail N. Ruppel Road)
- Appropriate Future Land Use (City Neighborhood Area)

DISCUSSION:

At the December 8, 2025 Planning Commission meeting, a vote of 6-0-0 forwarded the request to City Council with a recommendation of approval. Commissioners offered little comment, finding the request to be compatible with surroundings and with future land use goals. Commissioners were impressed to hear that the Church has been in operation on the property since the 1820s. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2621

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-60 FOR APPROXIMATELY 2.90 ACRES LOCATED AT 3816 WEST MOUNT COMFORT ROAD IN WARD 4 FROM RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE TO P-1, INSTITUTIONAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo RSF-1, Residential Single-Family, One Unit Per Acre to P-1, Institutional.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2621

Item ID

1/6/2026

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

Jonathan Curth

12/19/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0060: Rezoning (3816 W. MOUNT COMFORT RD/MOUNT COMFORT PRESBYTERIAN CHURCH, 322 & 361): Submitted by DOROTHY ASHWORTH for property located at 3816 W. MOUNT COMFORT RD. in WARD 4. The property is zoned RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE, and contains approximately 2.90 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

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:

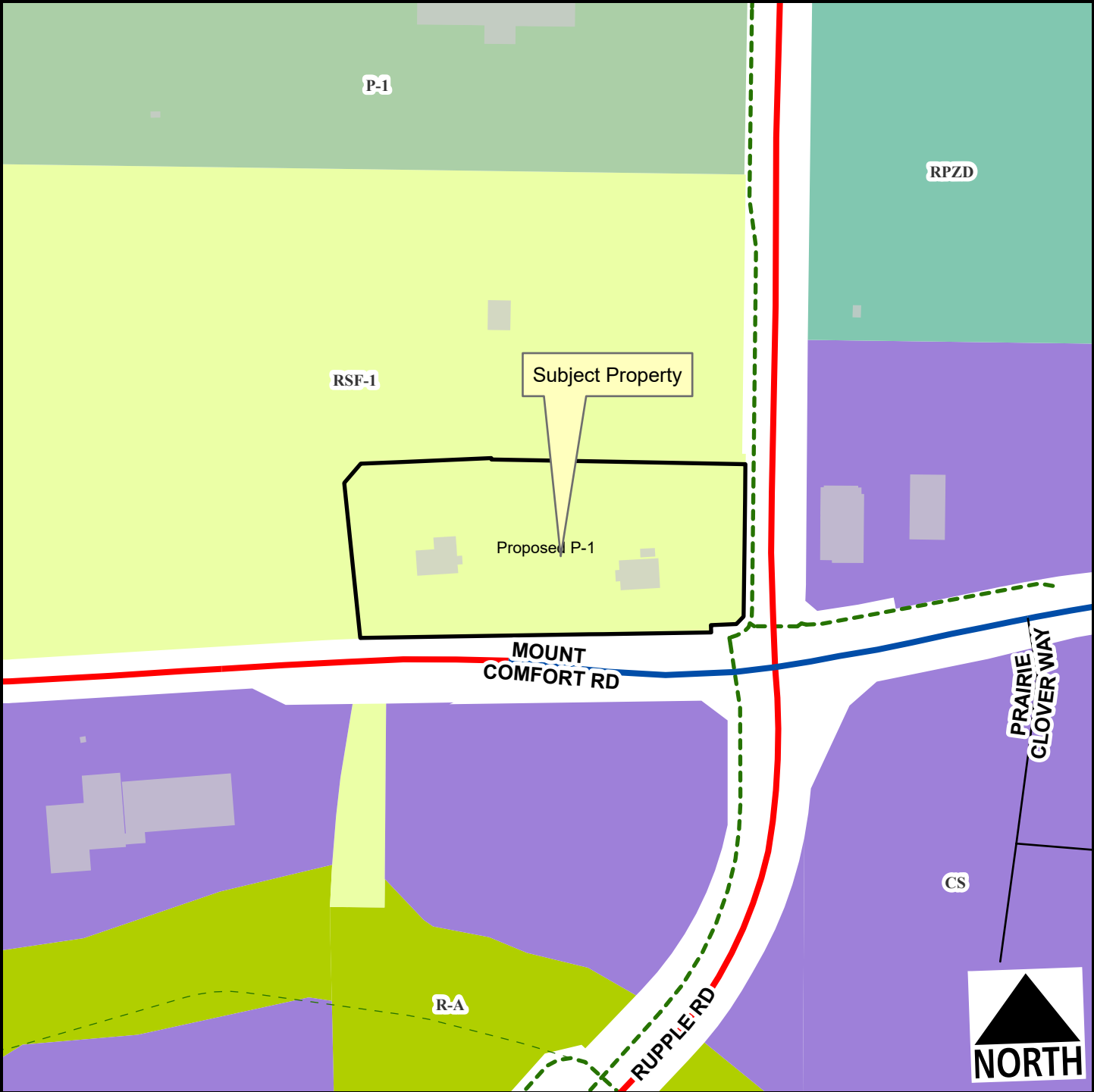
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Regional Link Regional Link - High Activity Residential Link Trail (Proposed) Planning Area Fayetteville City Limits	Feet 0 75 150 300 450 600 1:2,400	<table><tr><th><u>Zone</u></th><th><u>Current</u></th><th><u>Proposed</u></th></tr><tr><td>P-1</td><td>0.0</td><td>2.9</td></tr><tr><td>RSF-1</td><td>2.9</td><td>0.0</td></tr><tr><td colspan="3">Total 2.9 ac</td></tr></table>	<u>Zone</u>	<u>Current</u>	<u>Proposed</u>	P-1	0.0	2.9	RSF-1	2.9	0.0	Total 2.9 ac		
<u>Zone</u>	<u>Current</u>	<u>Proposed</u>												
P-1	0.0	2.9												
RSF-1	2.9	0.0												
Total 2.9 ac														

EXHIBIT B

SURVEY DESCRIPTION:

A PART OF THE FRACTIONAL NORTHEAST QUARTER, AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT POINT WHICH IS S89°52'05"W 84.81' FROM AN EXISTING STATE MONUMENT, MARKING THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 1, SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD #876 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N00°14'50"W 117.30', THENCE LEAVING SAID RIGHT-OF-WAY N89°51'12"W 349.06' TO AN EXISTING CONCRETE MONUMENT, THENCE N04°58'02"W 1.89' TO AN EXISTING CONCRETE MONUMENT, THENCE S86°38'44"W 179.62' TO AN EXISTING CONCRETE MONUMENT, THENCE S39°24'26"W 35.14' TO AN EXISTING CONCRETE MONUMENT, THENCE S06°51'22"E 213.79' TO AN EXISTING CONCRETE MONUMENT SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF COUNTY ROAD #84, THENCE N88°11'27"E, ALONG SAID RIGHT-OF-WAY, 482.06', THENCE TO AND ALONG THE WEST RIGHT-OF-WAY OF COUNTY ROAD #876 N03°07'35"W 10.00', N86°52'25"E 35.07', N43°14'57"E 14.51', N00°14'50"W 92.17' TO THE POINT OF BEGINNING. CONTAINING 2.86 ACRES, MORE OR LESS. SUBJECT TO 20' WIDE ROAD EASEMENT OVER AND ACROSS HEREIN DESCRIBED TRACT, AND SUBJECT TO ALL OTHER EASEMENTS OF RECORD.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: December 8, 2025 **Updated with final results**

SUBJECT: **RZN-2025-0060: Rezoning (3816 W. MOUNT COMFORT RD/MOUNT COMFORT PRESBYTERIAN CHURCH, 322 & 361):** Submitted by DOROTHY ASHWORTH for property located at 3816 W. MOUNT COMFORT RD. The property is zoned RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE, and contains approximately 2.90 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0060** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0060** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in west Fayetteville at the northwest corner of N. Ruppel Road and W. Mount Comfort Road. Totalling approximately 2.90 acres, the property is zoned RSF-1, Residential Single-Family, 1 Unit per Acre. The property is home to the Mount Comfort Presbyterian Church, which County records indicate has been owned by the entity since 1900 and the property was annexed into the City limits in 2004. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Cemetery/Middle School	RSF-1, Residential Single-Family, 1 Unit per Acre; P-1 Institutional
South	Commercial/Undeveloped	CS, Community Services
East	Commercial	CS, Community Services
West	Cemetery	RSF-1, Residential Single-Family, 1 Unit per Acre

Request: The request is to rezone the subject property from RSF-1, Residential Single-Family, 1 Unit per Acre to P-1, Institutional.

Public Comment: Staff have not received public comment on this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along W. Mount Comfort Road, which is a partially improved Regional Link-High Activity Street with asphalt paving, curb and gutter, and partial sidewalk. The subject area has street frontage along N. Ruppel

Road, which is a fully improved Regional Link Street with asphalt paving, curb and gutter, and sidewalk. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 6-inch water main is present along W. Mount Comfort Road, and an existing 8-inch water main is present along N. Ruppel Road.

Sewer: Sanitary sewer is not available to the subject area.

Drainage: No portion of the site is located within the Hillside-Hilltop Overlay District, nor is there a FEMA floodplain, protected stream, or hydric soils present. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, P-1, Institutional, requires **25% minimum canopy preservation**. RSF-1, Residential Single-Family, 1 Unit per Acre requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6** for this site with a weighted score of **13**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #7, 835 N. Ruppel Rd)
- Near Water Main (Mount Comfort Road and Ruppel Road)
- Near Public School (Holt Middle School)

- Near City Park (Bryce Davis Park)
- Near Paved Trail (Sidepath Trail N. Ruppel Road)
- Appropriate Future Land Use (City Neighborhood Area)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. RSF-1 zoning allows for low-density single-family residential uses and P-1 would allow for institutional uses such as schools, parks, and government facilities. The specific property is the Mount Comfort Presbyterian Church, which County records indicate has been owned by this entity since at least 1900. While the surrounding area has historically been rural and agricultural in nature, recent developments have occurred on adjacent corners; there is now a convenience store and gas station to the east, and a large-scale multi-family development is developing to the southeast. Holt Middle School is to the north, and other recent developments have been approved for residential uses to the east as well. The lot widths, areas, and building height requirements in P-1 are compatible; P-1 is a strictly institutional zoning district, which, after new regulations were approved by City Council in 2024, now also allows for a form-based option. While RSF-4 has a maximum building height of 3 stories, P-1 allows for a maximum building height of 6 stories. Staff finds that rezoning this property will bring an existing non-conforming use into compliance with current zoning district standards, and will also be compatible with existing surroundings.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040. A rezoning from RSF-4 to P-1 contributes to City Plan 2040 goal #3, in that it helps promote a compact, complete, and connected development throughout the area by affording the ability to develop additional amenities and services rather than the existing designation. Building schools, parks, and other facilities closely to residential areas promotes walkability and desirability for residents and families and aligns with the City's goals for infill. The site is within the City Neighborhood classification in the Future Land Use Map, which places non-residential and commercial uses at street intersections and along major corridors.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds there is sufficient justification to rezone the property from RSF-4 to P-1. This request will allow for the development of institutional uses in the area. Schools, churches, and other cultural and recreational facilities are a vital service and while not strictly residential, are a necessary neighborhood amenity.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-4 to P-1 has the potential to increase traffic to this location, though not necessarily in a way that is significantly worse than how the property could be developed under its current zoning entitlement. It is worth noting that institutional uses, such as churches or schools, can have more concentrated traffic patterns than a residential district would, and any necessary street improvements to off-set those challenges would have to be borne by the developer.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The P-1 zoning district does not permit by-right residential uses and is therefore unlikely to increase the population density in this area. The overall property has access to existing water as well as fully-improved streets; sanitary sewer is not currently immediately available to the property. Any development on this site will be responsible for increasing sewer, water, and street capacity as needed.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0060 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>December 8, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Payne	with a recommendation of approval.				
Second: Cabe					
Vote: 6-0-0 (Commissioners McGetrick, Werner, Holeyfield absent at vote)					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.05 District RSF-1, Residential Single-Family - One (1) Unit Per Acre
 - §161.32 District P-1, Institutional
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Request Letter
-

161.05 District RSF-1, Residential Single-Family - One (1) Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one (1) unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(D) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(E) *Density.*

Units per acre	1
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(F) *Bulk and Area Regulations.*

Lot width minimum	150 feet
Lot area minimum	35,720 square feet
Land area per dwelling unit	35,720 square feet

(G) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(H) *Building Height Regulations.*

Building Height Maximum	3 stories
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(I) *Building Area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

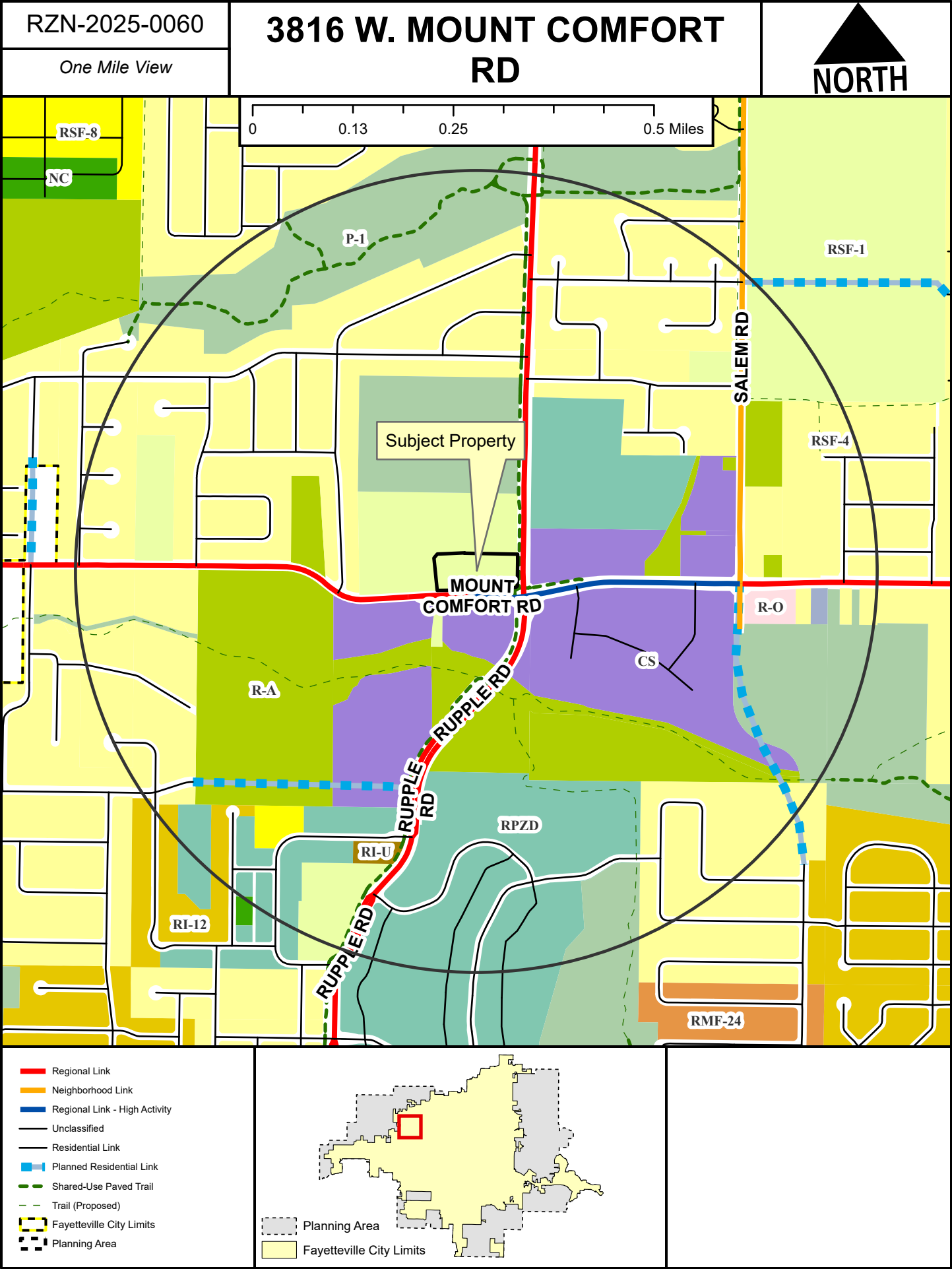
(E) *Setback Regulations.*

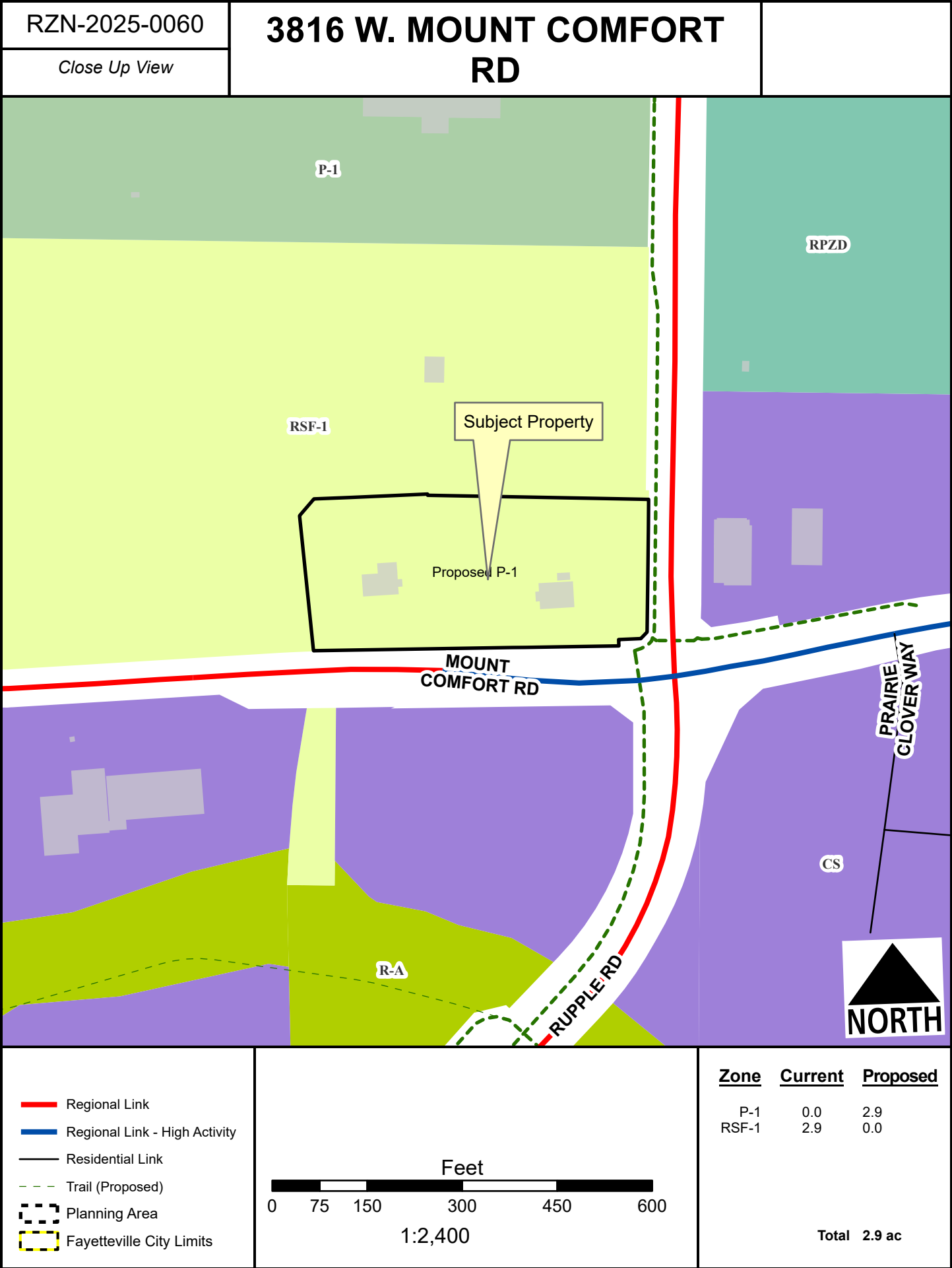
Front	30 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	20 feet
Side, when contiguous to a residential district	25 feet
Rear	25 feet
Rear, from center line of public alley	10 feet

(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area*. On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5945, §§5, 7, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6521, §8, 1-18-22)

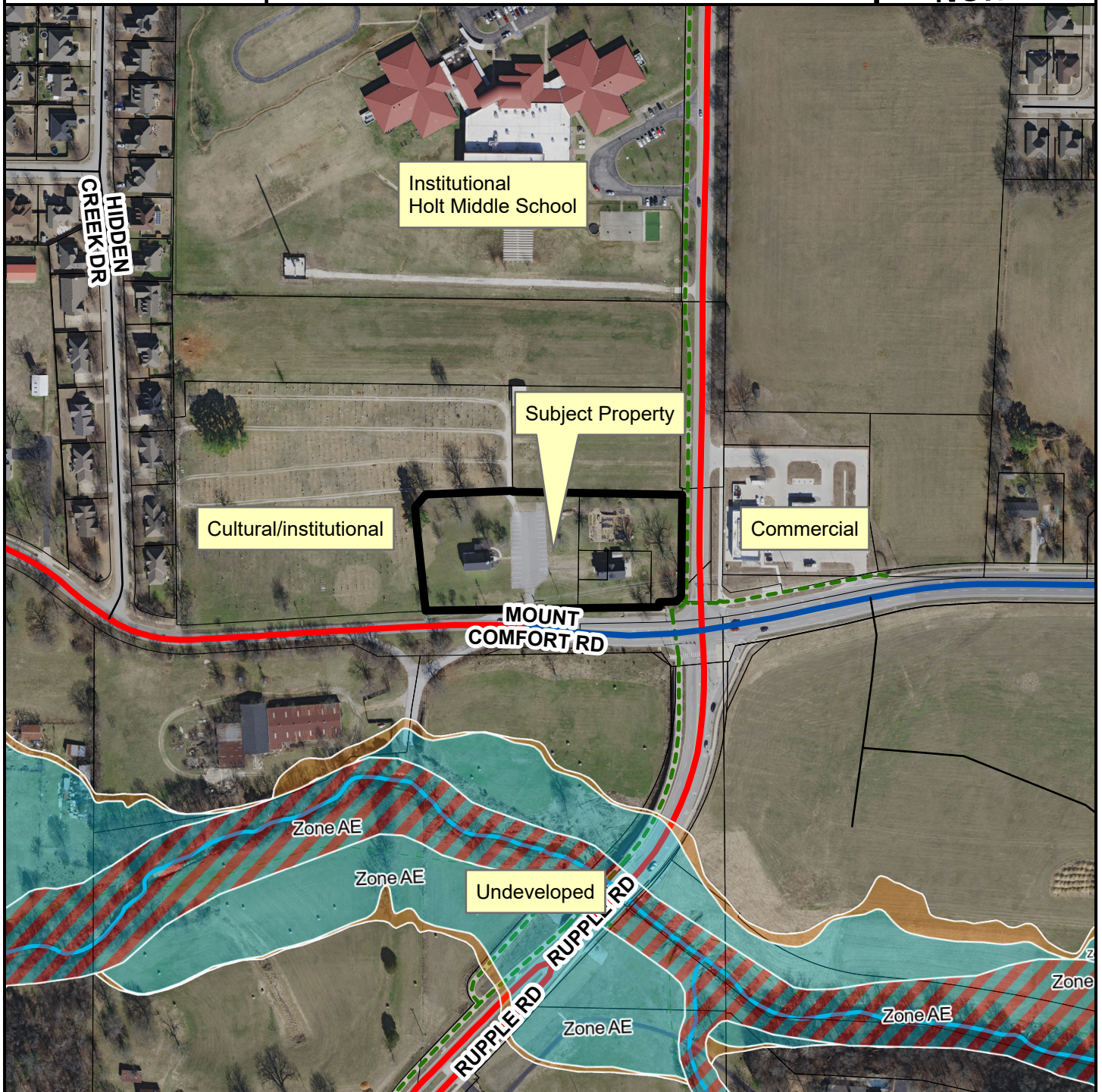




RZN-2025-0060

3816 W. MOUNT COMFORT RD

Current Land Use



- Regional Link
- Regional Link - High Activity
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

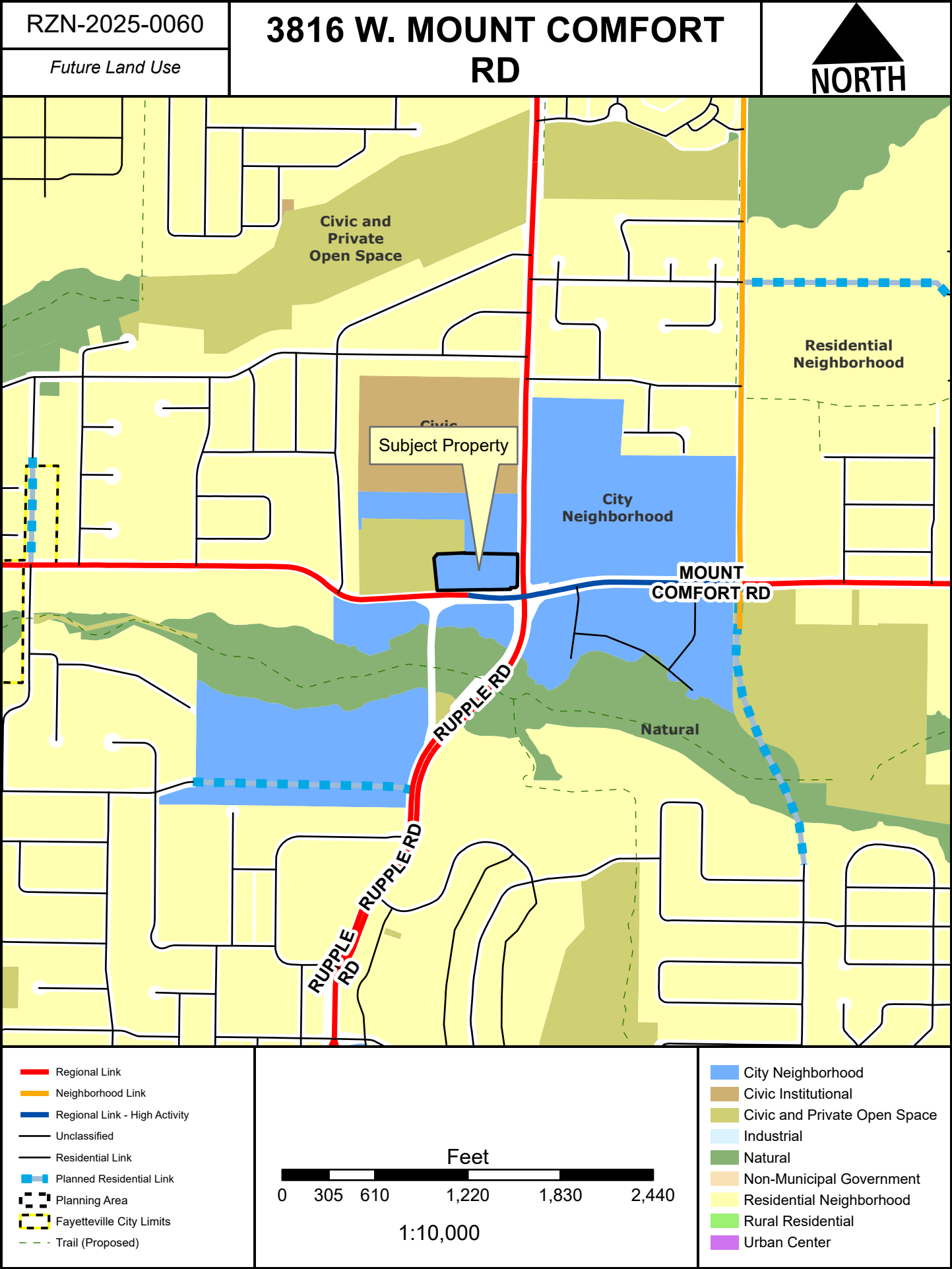
- 100-Year Floodplain
- Floodway

Planning Commission

December 8, 2025

RZN-2025-0060 (MOUNT COMFORT PRESBYTERIAN CHURCH)

Page 10 of 12



City of Fayetteville
125 W Mountain Street
Fayetteville, AR 72701

Attn: Fayetteville Planning Office

Re: Property Owner Authorization

Rezoning Request of Church Property

Parcels: 765-24059-000, 765-24060-000, 765-24065-000, 765-24066-000

To Whom it May Concern:

Mt. Comfort Presbyterian Church authorizes Dorothy Ashworth, Representative to request rezoning of the above referenced Parcels from RSF-1, Residential Single Family 1 unit per acre to P-1, Institutional Use. City of Fayetteville Annexed our property into the City Limits in 2004. Please note existing Church & School House

Regards,



Lisa Craymes, Clerk of Session

Mt. Comfort Presbyterian Church

3816 W. Mt. Comfort Road

Fayetteville, AR 72704

(479) 442-0059

10/27/2025



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2025-0058: Rezoning (S FUTRALL DR & S ROOT AVE/BARNES FAMILY TRUST, 519): Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR & S ROOT AVE. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 9.02 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property to NS-G, Neighborhood Services - General.

While originally requesting CS, Community Services, the applicant agreed to a forwarding of a request of NS-G during the Planning Commission meeting. Staff recommended approval of a request to CS, Community Services, which this report evaluated.

BACKGROUND:

The subject property is located approximately ½ mile south of Markham Hill Woods and just east of Interstate 49 along S. Futrall Dr. In addition to Futrall, the property also has access to S. Root Ave., a public street to the southeast. The overall property contains approximately 9.02 acres and is undeveloped with near-complete 100% tree canopy coverage. The property has a history of rezoning requests. In 2021, the initial request for a rezone to UT, Urban Thoroughfare was denied. Subsequently, a CS rezoning request was made, which received a recommendation for approval by staff and was forwarded to City Council. where it was ultimately denied. Portions of the property near I-49 lie within the City's I-540 Overlay District while another somewhat overlapping portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone.

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units Per Acre, to NS-G, Neighborhood Services - General.

Public Comment: One member of the public spoke at the Planning Commission with concerns about the request and its potential impact on flooding. A document was subsequently shared with staff which is included in this report.

Land Use Compatibility: Staff finds that requested rezoning to be generally compatible with the surrounding

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

area and existing land uses due to the CS zoning district's intensity and building heights aligning with surrounding uses. Additionally, the allowance in CS to develop nonresidential uses in addition to residential ones can promote the availability of services for residences to the south and east sides of the subject property. Further, the subject property fronts two public streets, Futrall and Root, affording it access that could otherwise pose circulation concerns if Futrall, a one-way frontage road, were the only adjacent street. Overall, the request presents more opportunities than it does challenges; staff recommends approval of this request to CS, and also recommends in favor of the amended proposal of NS-G.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's mixed future land use designation of Residential Neighborhood area and City Neighborhood area. The proposal for both CS and NS-G along Futrall, a major connecting corridor, can allow for both residential and nonresidential uses that complement both future land use map designations.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Water Main (6" along W Orlando Dr)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)
- Appropriate Future Land Use

DISCUSSION:

At the December 08, 2025 Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval following discussion and amendment from the applicant's request of CS, Community Services to NS-G, Neighborhood Services - General. Commissioner McGetrick and Commissioner Madden found that NS-G would allow for less intense and more appropriate land uses compared to CS. Madden also stated concerns in regard to the Hillside/Hilltop Overlay and potential impacts to nearby residences. One member of the public spoke at the meeting, virtually, with concerns about flooding in the area. This member of the public did not provide a presentation document for their concerns during the meeting but did send them via email the following day. These are attached to this report.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2623

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-58 FOR APPROXIMATELY 9.02 ACRES LOCATED AT SOUTH FUTRALL DRIVE AND SOUTH ROOT AVENUE IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES - GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services – General.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2623

Item ID

1/6/2026

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

Jonathan Curth

12/19/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0058: Rezoning (S FUTRALL DR & S ROOT AVE/BARNES FAMILY TRUST, 519): Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR & S ROOT AVE. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 9.02 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

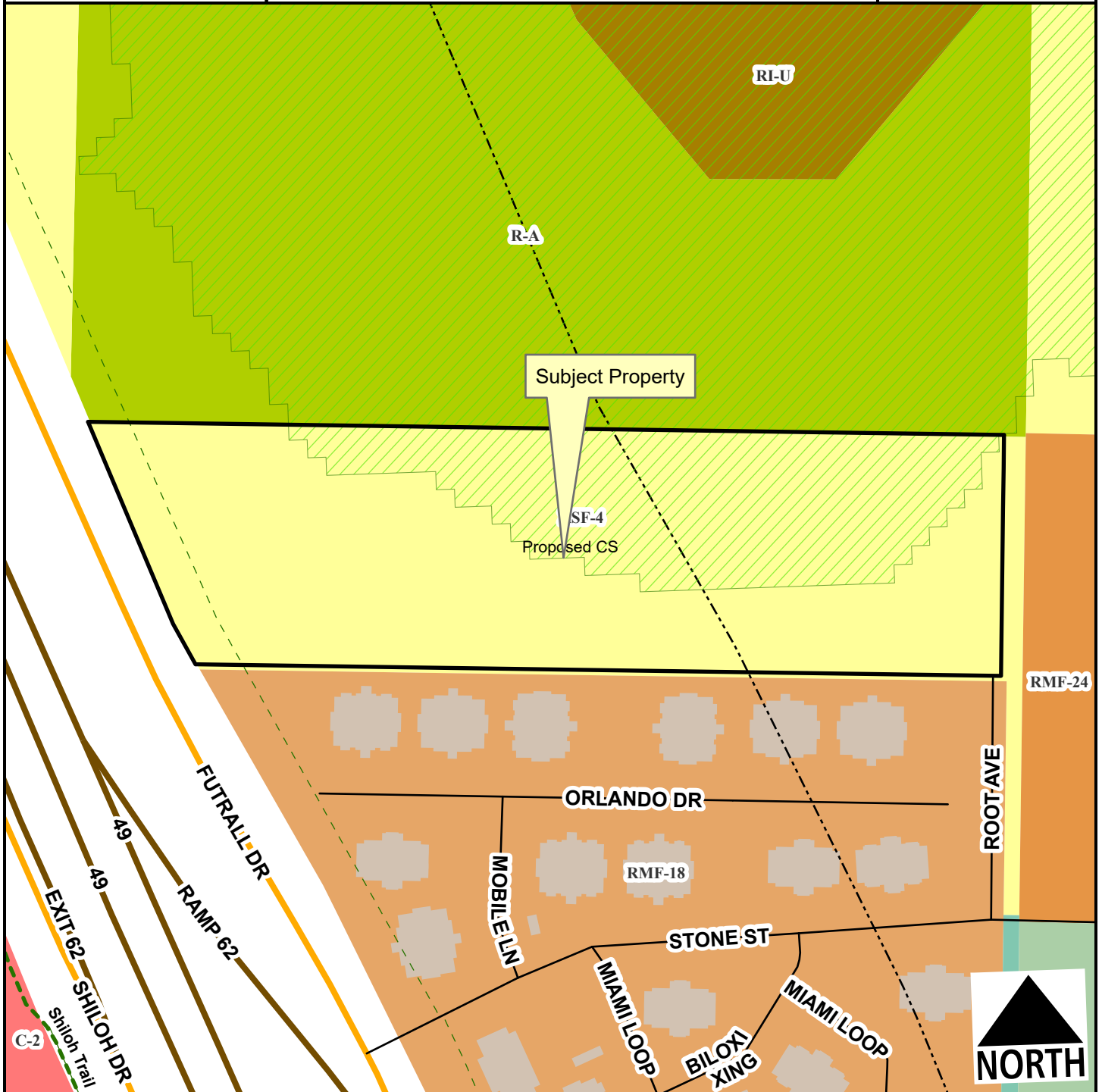
Comments:

RZN-2025-0058

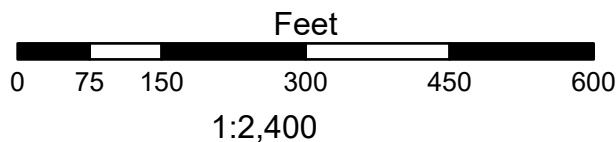
S. FUTRALL DR & S. ROOT AVE

EXHIBIT A

Close Up View



- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
CS	0.0	9.0
R-A	0.1	0.0
RSF-4	8.9	0.0

Total 9.0 ac

EXHIBIT B

AS SURVEYED DESCRIPTION:

A part of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, T-16-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Commencing at a found stone for the Northeast Corner of the NE $\frac{1}{4}$, SE $\frac{1}{4}$; thence S02°48'01"W along the East line of said NE $\frac{1}{4}$, SE $\frac{1}{4}$ a distance of 656.59 feet to a found stone for the Northeast Corner of the N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$; thence N87°10'29"W along the North line of said N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ a distance of 30.00 feet to a set $\frac{1}{2}$ " rebar (capped PS #1737) for the POINT OF BEGINNING; thence S02°44'55"W a distance of 331.18 feet to a set $\frac{1}{2}$ " rebar (capped PS #1737) on the South line of the N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$; thence N87°10'21"W along said South line a distance of 1107.00 feet to a found $\frac{1}{2}$ " rebar (PS #1252) at the intersection of said South line and the East right of way line of Highway I-49 and Futrall Drive; thence along said right of way line the following 2 courses: (1) N27°07'00"W a distance of 63.52 feet to a found right of way monument; (2) thence N20°49'02"W a distance of 301.40 feet to a found right of way monument at the intersection of said right of way line and the North line of the N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$; thence S87°10'29"E along said North line a distance of 1259.13 feet to the point of beginning, containing 9.02 Acres, more or less, as shown on survey by PS #1737. Subject to all existing easements for roads or other purposes.



TO: Fayetteville Planning Commission

THRU: **Jessie Master, Planning Director**

FROM: Citlali Samano, Planner

MEETING DATE: December 08, 2025 **Updated PC results 12/09**

SUBJECT: **RZN-2025-0058: Rezoning (S FUTRALL DR & S ROOT AVE/BARNES FAMILY TRUST, 519):** Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR & S ROOT AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 9.02 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends approval of **RZN-2025-0058**.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0058** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located approximately ½ miles south of Markham Hill Woods and just east of I-49. The overall property contains approximately 9.02 acres, the applicant requests to rezone the property to CS, Community Services. Currently, the site is undeveloped and has almost 100% tree canopy coverage, however the request is intended to establish a transition area that provides small-scale commercial service options in a corridor that currently lacks accessible commercial amenities between Martin Luther King Jr. Boulevard and N. Marinoni Drive. Portions of the property lie within the City's Sign Overlay District, and a small portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	R-A, Residential Agriculture; RI-U, Residential-Intermediate, Urban;
South	Mixed-Family Residential	RMF-18, Residential Multi-Family, 18 Units Per Acre
East	Mixed-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre; RMF-24, Residential Multi-Family, 24 Units Per Acre
West	Interstate (I-49)	RPZD, Residential-Planned Zoning District (across the interstate)

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units Per Acre, to CS, Community Services.

Public Comment: Staff have received no public comments.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has road frontage along South Futrall Drive and South Root Avenue. South Futrall Drive is a partially improved Neighborhood Link Street with asphalt paving with curb and gutter. South Root Avenue is a partially improved Residential Link Street with asphalt paving with curb and gutter. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is not available to the Subject area, but there is a water main approximately 150 feet southeast of the property that runs adjacent to S. Root Ave. and W. Orlando Dr.

Sewer: Sanitary Sewer is not available to the Subject area, but there is a sewer main that runs adjacent to S. Futrall Dr. on the west side of the property.

Drainage: No portion of the property lies within a FEMA Floodplain, nor within a Streamside Protection zone. However, there is Hydric Soils partially present in the area. Hydric soil is a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soil can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. A portion of the property lies within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 900 S Hollywood Ave., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning districts, CS – Community Services requires a **20% minimum canopy preservation**. The current zoning districts, RSF-4, Residential Single-Family, 4 Units per Acre requires a **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and City Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

City Neighborhood areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections, creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 5-8 for this site with a weighted score of 12. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Water Main (6" along W Orlando Dr)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The property has a history of rezoning requests in 2021: the initial request for a rezone to UT was denied due to incompatibility with form-based zoning and requirements for walkable elements. Conversely, a CS rezoning request was also made 6 months later. The second request was recommended for approval by staff and forwarded to City Council but was for reasons related to building form and walkability requirements. CS is more compatible due to lower intensity and building heights that align with surrounding uses. The applicant is continuing to rezone approximately 9.02 acres from RSF-4 to CS, which would enhance the availability of commercial services for the

surrounding residential neighborhoods on the south and east sides of the property.

Given the current surrounding land use and the distance to non-residential services, there is increased flexibility to approve the current rezoning request. Staff notes that there are no concerns related to the environmental constraints of the site, nor does any portion of the property lie within the floodplain.

The subject area has does have street frontage along S. Futrall Dr. and S. Root Ave. and is a Partially improved Neighborhood Link Street with asphalt paving with curb and gutter. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Overall, the request presents more opportunities than it does challenges, as discussed in previous rezoning requests. Staff recommends approval of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's mixed future land use designation partially as a Residential Neighborhood area, and a City Neighborhood area. Given the future land use classification of these portions of the site, staff would recommend approval of the request to stay in line with that plan.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds there is sufficient justification to rezone the property from RSF-4 to CS.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-4 to CS has the potential to increase traffic to this location and could be to an appreciable degree. There are no limiting factors as there is street frontage along S. Futrall Dr. and S. Root Ave. Further, the property is not within the floodplain.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The property does not have access to water and sewer but can do so with any future developments. Any increase in density would have to be balanced with appropriate upsizing of those facilities to be borne by the developer.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed

zoning is justified and/or necessitated by peculiar circumstances such as:

Finding: There is currently no readily available access to water or sewer for this property. However, there are available connections surrounding the property.

RECOMMENDATION: Planning staff recommends approval of RZN-2024-0058.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>December 08, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Cabe	with recommendation to rezone to NS-G				
Second: Castin					
Vote: 7-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
- Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.22 District CS, Community Services
- Applicant Exhibits
 - Request Letter

Public Comment - Presentation

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre (modified)

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-Family Dwellings
Unit per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-Family Dwellings
Lot minimum width	70 feet
Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet
Hillside Overlay District Lot minimum width	60 feet
Hillside Overlay District Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.*

On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; [Ord. No. 6245](#), §2, 10-15-19; [Ord. No. 6427](#), §§1(Exh. C), 2, 4-20-21)

Editor's note— Ord. No. [6888](#), §1, adopted June 17, 2025 determines that [Ordinance 6427](#) (Sunset Clause), Ordinance [6625](#) (extending Sunset Clause), Ordinance [6710](#) (extending the Sunset Clause), and Ordinance [6820](#) (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by [Ordinance 6427](#) shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.22 - Community Services (modified)

(A) *Purpose.*

The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings

Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building height maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945,

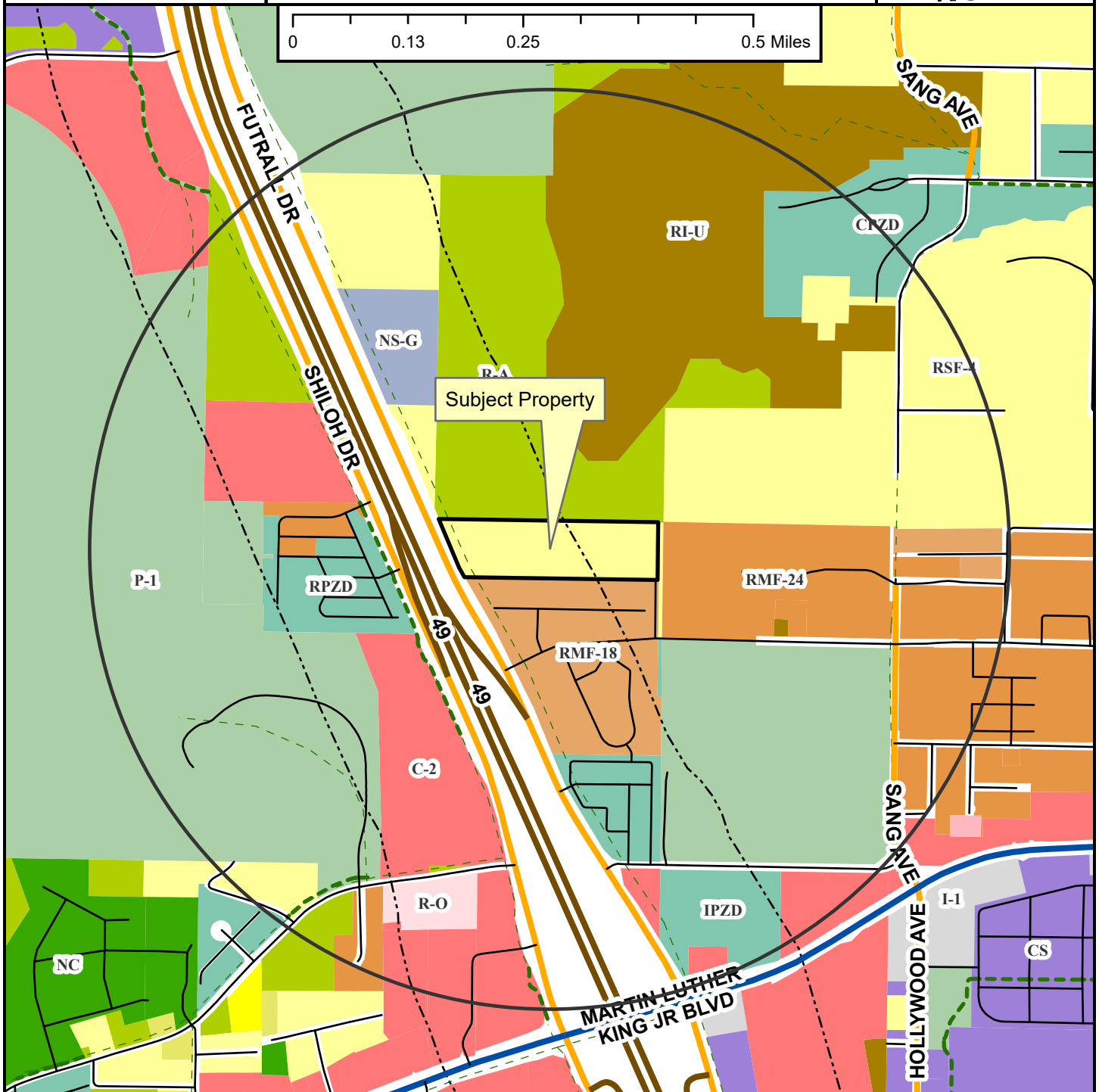
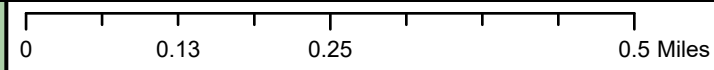
§§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21; Ord. No. 6879, §2, 5-20-25)

Editor's note— Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

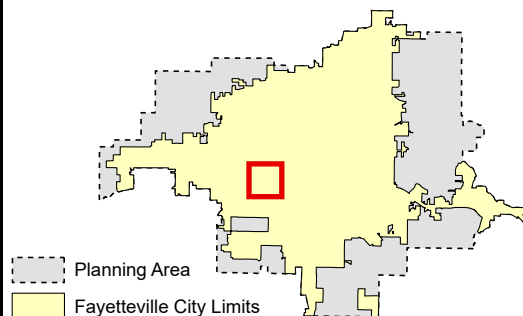
RZN-2025-0058

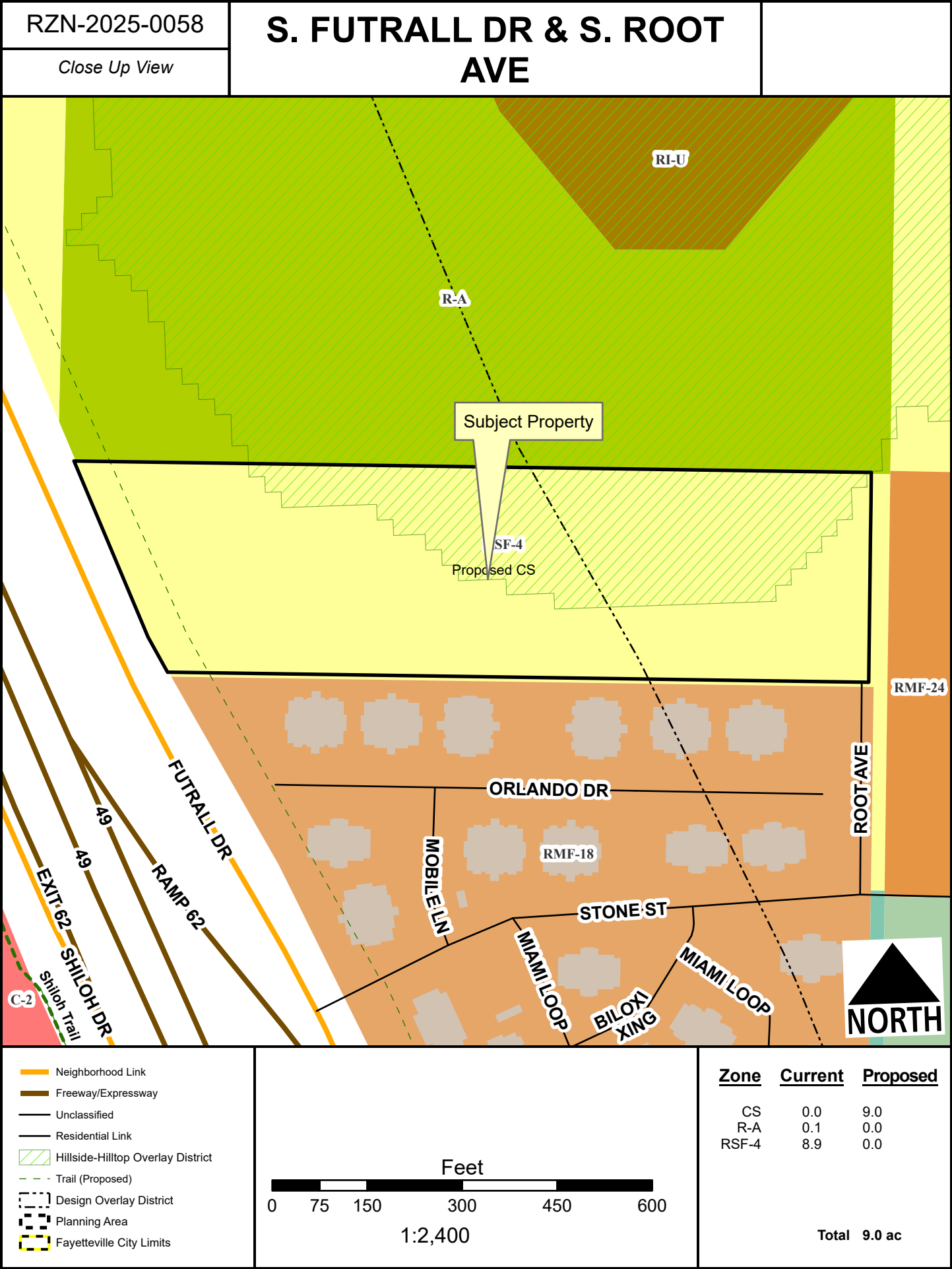
One Mile View

S. FUTRALL DR & S. ROOT AVE



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area

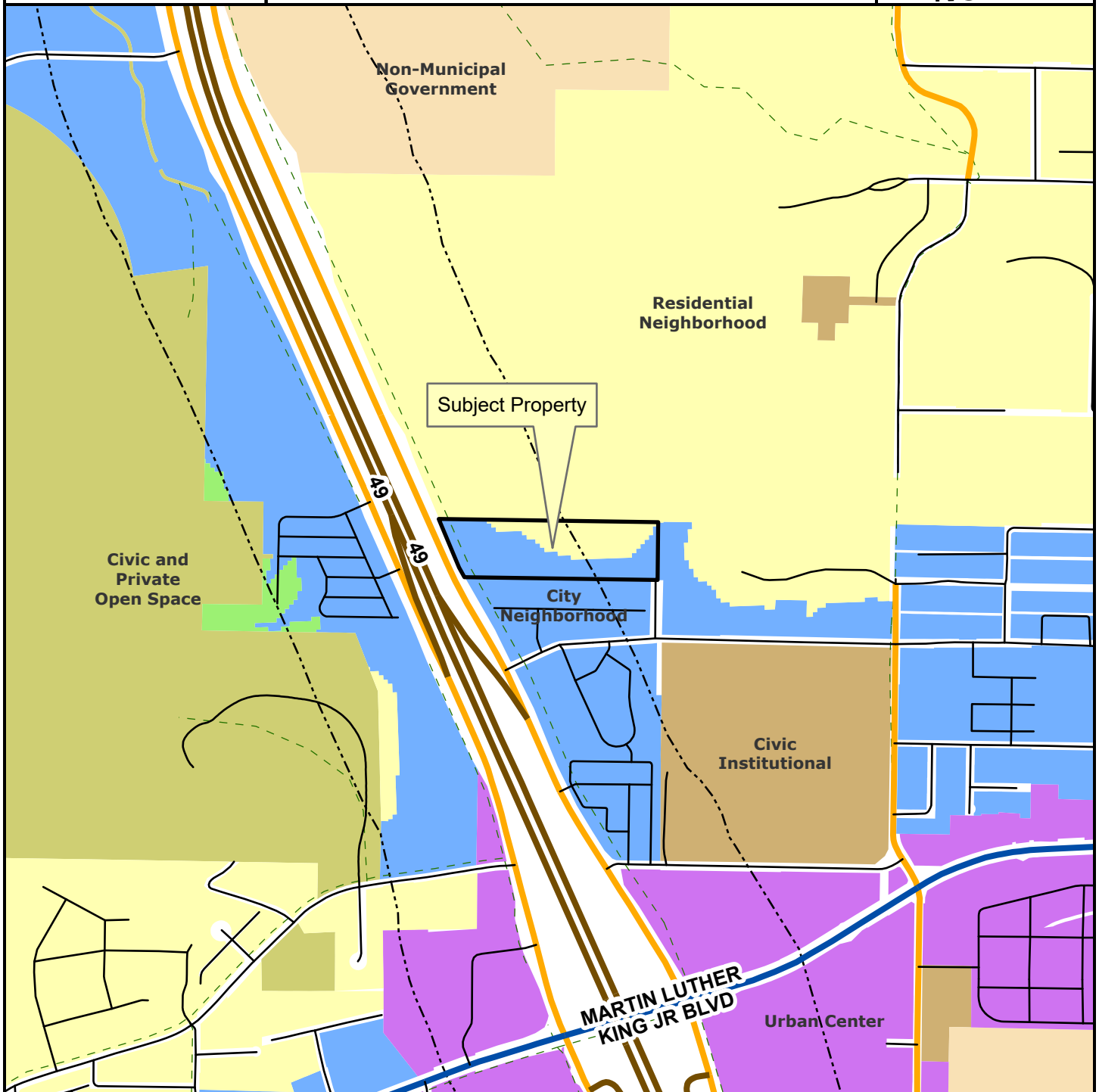




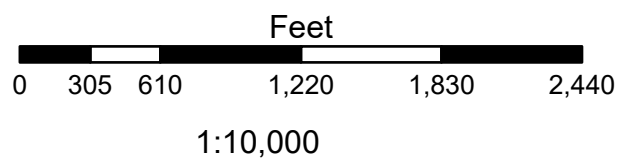
RZN-2025-0058

Future Land Use

S. FUTRALL DR & S. ROOT AVE



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center





Ecological Design Group
216 West Birch St,
Rogers, AR 72756

Date: 10/28/2025

Project: Futrall - Rezoning

Parcel Number: 765-14618-000

EDG Project No: #25-062

RE: Rezoning Request

To whom it may concern:

Ecological Design Group, on behalf of the Barnes Family Trust, requests the rezoning of parcel #765-14618-000, from RSF-4 (Residential Single Family, four units per acre) to C-S (Community Services).

The property is currently zoned RSF-4 and is bordered by RSF-18 and RMF-24 zones to the south and east, R-A to the north, and South Futrall Drive and Interstate 49 to the west. The proposed C-S zoning would allow for a mix of commercial and residential uses, aligning with the surrounding medium-high density residential zones and complementing the existing commercial zoning across I-49 to the northwest and southwest.

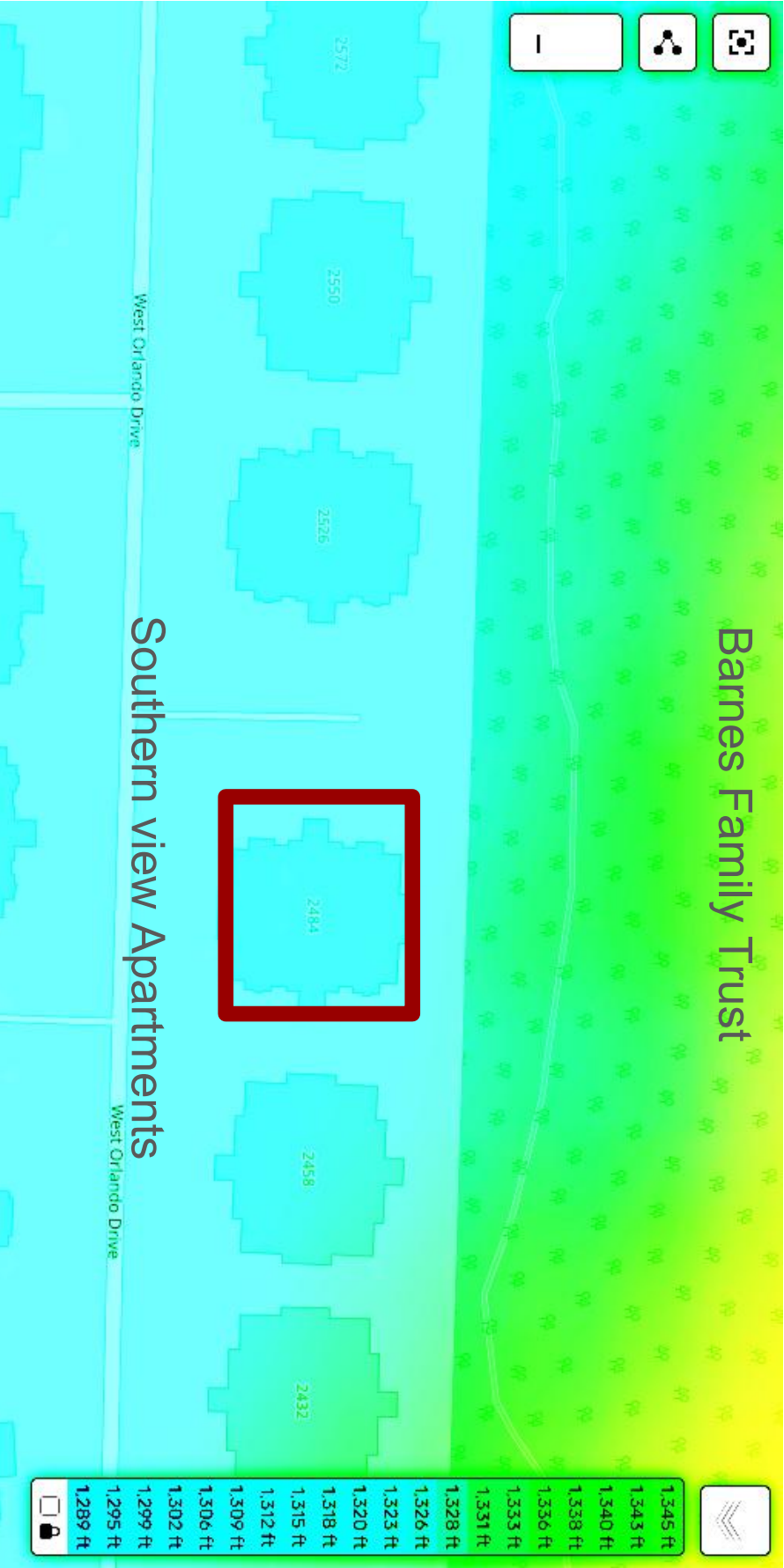
The proposed C-S zoning is compatible with surrounding land uses and therefore is not expected to negatively impact neighboring properties. Instead, it would enable the property to serve nearby residential areas with commercial services, while also supporting residential development consistent with adjacent zoning.

Sincerely,

A handwritten signature in cursive script that reads "Molly Pace".

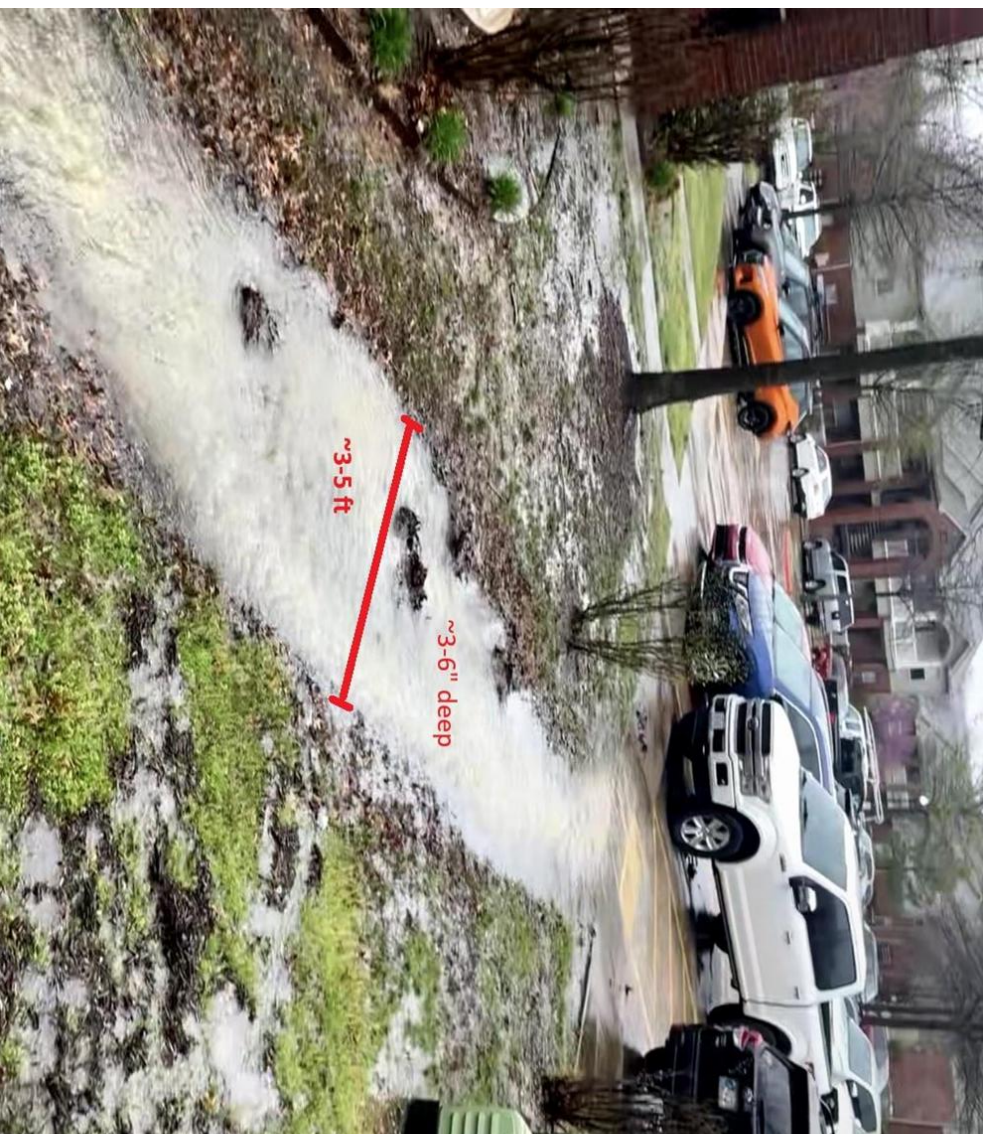
Molly Pace

(479) 441-0197





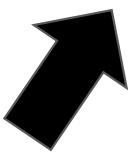
April 2025



↑ Erosion from
uphill runoff

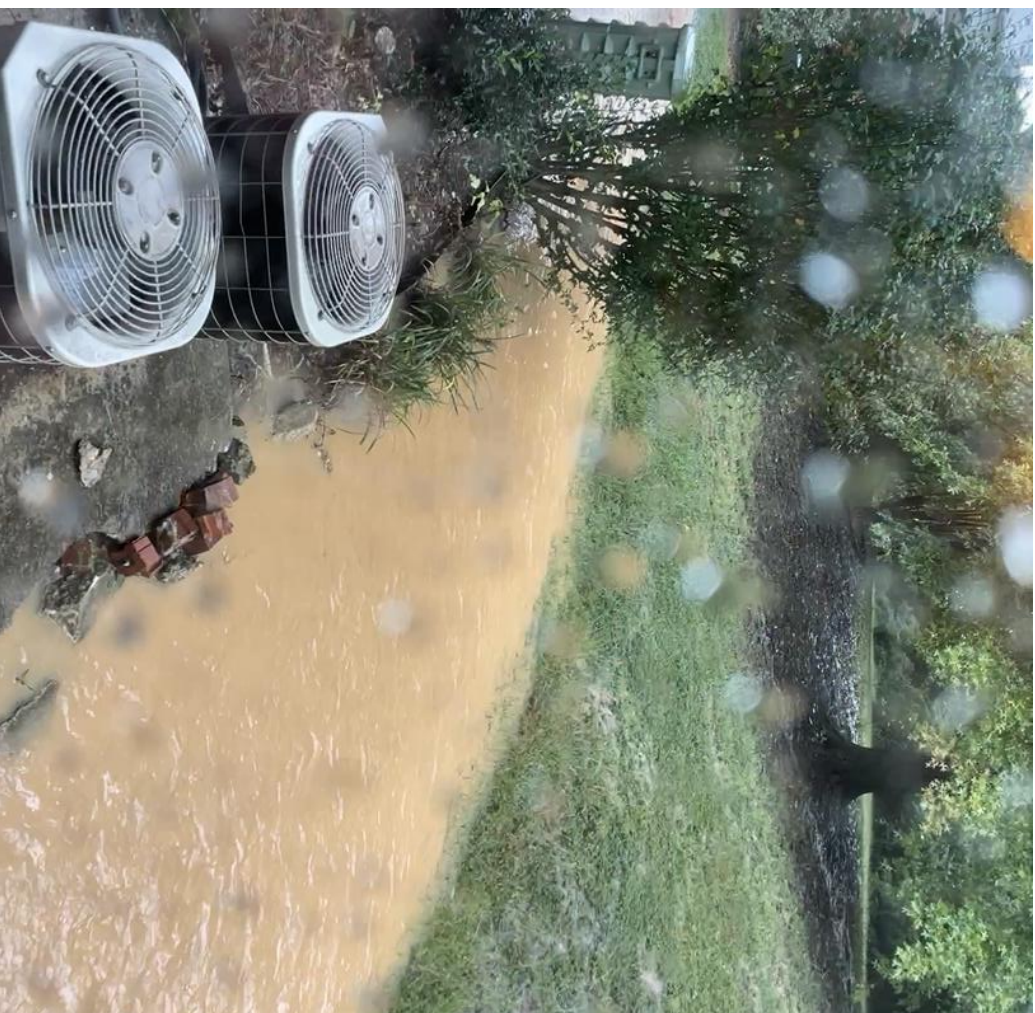
April 2025

Barnes
Family Trust
Property



My apartment

September 2025



December 2025



Sandbags
installed due to
runoff, potential for
flooding

Questions for the Commission

Has the Commission considered the potential impacts of future CS development when compared to future RSF-4 development, especially when considering runoff and erosion for residents south (downhill) of the parcel?

According to the measurement tool on the City's Land Records GIS map, the boundary of the property in question is only 30-50 feet from some impacted residents, including families with young children. Has the city considered these facts when considering a rezoning request?

In RZN-2025-058, it is mentioned that the developer may envision a future "transitional economic corridor" for local residents. Is it known what, specifically, the developer might envision building on this spot?



TO: Fayetteville Planning Commission

THRU: **Jessie Master, Planning Director**

FROM: Citlali Samano, Planner

MEETING DATE: December 08, 2025 **Updated PC results 12/09**

SUBJECT: **RZN-2025-0058: Rezoning (S FUTRALL DR & S ROOT AVE/BARNES FAMILY TRUST, 519):** Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR & S ROOT AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 9.02 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends approval of **RZN-2025-0058**.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0058** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located approximately ½ miles south of Markham Hill Woods and just east of I-49. The overall property contains approximately 9.02 acres, the applicant requests to rezone the property to CS, Community Services. Currently, the site is undeveloped and has almost 100% tree canopy coverage, however the request is intended to establish a transition area that provides small-scale commercial service options in a corridor that currently lacks accessible commercial amenities between Martin Luther King Jr. Boulevard and N. Marinoni Drive. Portions of the property lie within the City's Sign Overlay District, and a small portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	R-A, Residential Agriculture; RI-U, Residential-Intermediate, Urban;
South	Mixed-Family Residential	RMF-18, Residential Multi-Family, 18 Units Per Acre
East	Mixed-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre; RMF-24, Residential Multi-Family, 24 Units Per Acre
West	Interstate (I-49)	RPZD, Residential-Planned Zoning District (across the interstate)

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units Per Acre, to CS, Community Services.

Public Comment: Staff have received no public comments.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has road frontage along South Futrall Drive and South Root Avenue. South Futrall Drive is a partially improved Neighborhood Link Street with asphalt paving with curb and gutter. South Root Avenue is a partially improved Residential Link Street with asphalt paving with curb and gutter. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is not available to the Subject area, but there is a water main approximately 150 feet southeast of the property that runs adjacent to S. Root Ave. and W. Orlando Dr.

Sewer: Sanitary Sewer is not available to the Subject area, but there is a sewer main that runs adjacent to S. Futrall Dr. on the west side of the property.

Drainage: No portion of the property lies within a FEMA Floodplain, nor within a Streamside Protection zone. However, there is Hydric Soils partially present in the area. Hydric soil is a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soil can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. A portion of the property lies within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 900 S Hollywood Ave., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning districts, CS – Community Services requires a **20% minimum canopy preservation**. The current zoning districts, RSF-4, Residential Single-Family, 4 Units per Acre requires a **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and City Neighborhood**.

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- Near Razorback Bus Stop (W Stone St & S Mobile Ln)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The property has a history of rezoning requests in 2021: the initial request for a rezone to UT was denied due to incompatibility with form-based zoning and requirements for walkable elements. Conversely, a CS rezoning request was also made 6 months later. The second request was recommended for approval by staff and forwarded to City Council but was for reasons related to building form and walkability requirements. CS is more compatible due to lower intensity and building heights that align with surrounding uses. The applicant is continuing to rezone approximately 9.02 acres from RSF-4 to CS, which would enhance the availability of commercial services for the

surrounding residential neighborhoods on the south and east sides of the property.

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Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's mixed future land use designation partially as a Residential Neighborhood area, and a City Neighborhood area. Given the future land use classification of these portions of the site, staff would recommend approval of the request to stay in line with that plan.

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Finding: Staff finds there is sufficient justification to rezone the property from RSF-4 to CS.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-4 to CS has the potential to increase traffic to this location and could be to an appreciable degree. There are no limiting factors as there is street frontage along S. Futrall Dr. and S. Root Ave. Further, the property is not within the floodplain.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The property does not have access to water and sewer but can do so with any future developments. Any increase in density would have to be balanced with appropriate upsizing of those facilities to be borne by the developer.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed

zoning is justified and/or necessitated by peculiar circumstances such as:

Finding: There is currently no readily available access to water or sewer for this property. However, there are available connections surrounding the property.

RECOMMENDATION: Planning staff recommends approval of RZN-2024-0058.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>December 08, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Cabe	with recommendation to rezone to NS-G				
Second: Castin					
Vote: 7-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.22 District CS, Community Services
 - Applicant Exhibits
 - Request Letter
- Public Comment - Presentation
-

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre (modified)

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

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Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-Family Dwellings
Unit per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-Family Dwellings
Lot minimum width	70 feet
Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet
Hillside Overlay District Lot minimum width	60 feet
Hillside Overlay District Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.*

On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; [Ord. No. 6245](#), §2, 10-15-19; [Ord. No. 6427](#), §§1(Exh. C), 2, 4-20-21)

Editor's note— Ord. No. [6888](#), §1, adopted June 17, 2025 determines that [Ordinance 6427](#) (Sunset Clause), Ordinance [6625](#) (extending Sunset Clause), Ordinance [6710](#) (extending the Sunset Clause), and Ordinance [6820](#) (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by [Ordinance 6427](#) shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.22 - Community Services (modified)

(A) *Purpose.*

The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings

Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building height maximum	5 stories
-------------------------	-----------

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945,

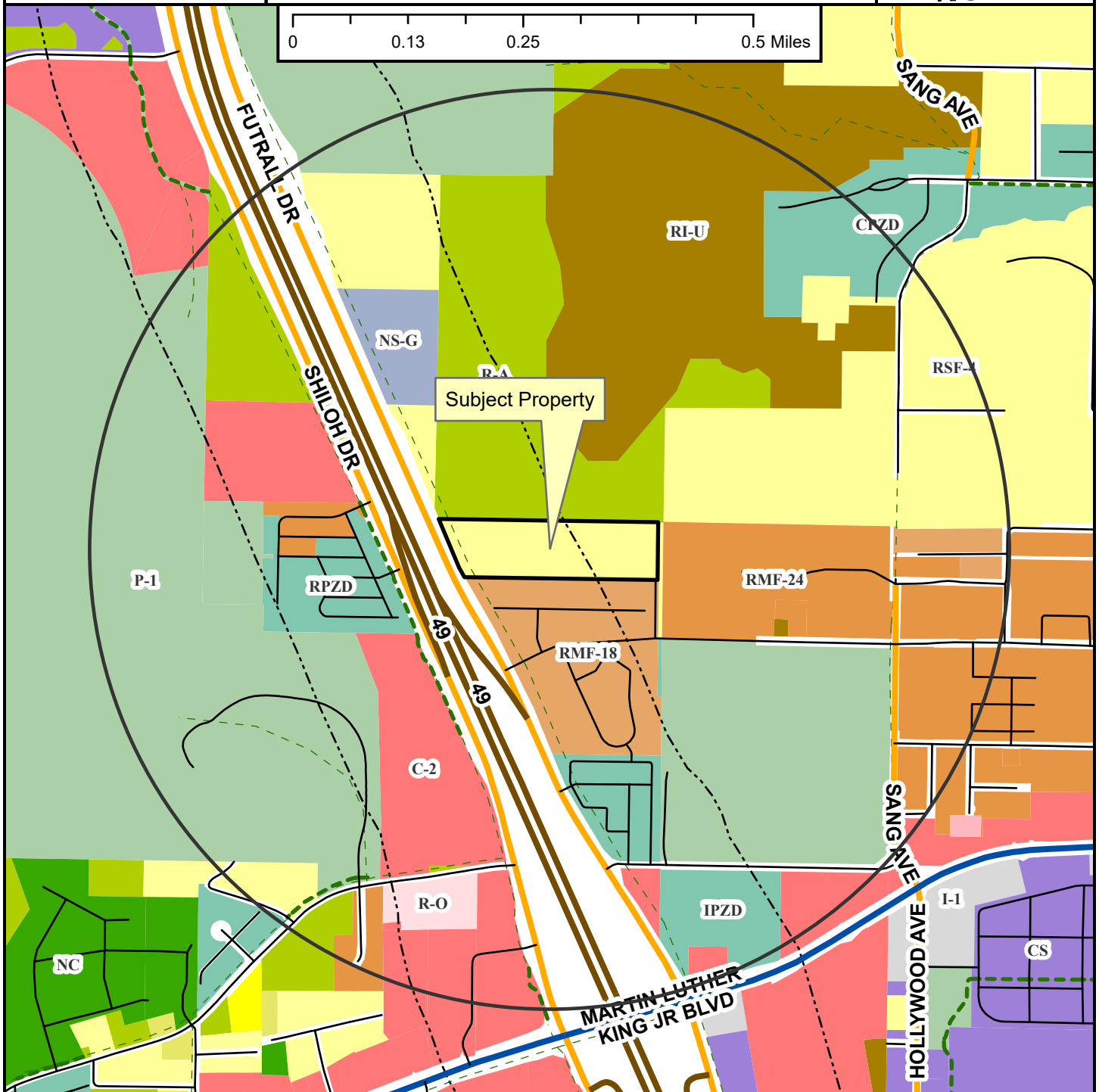
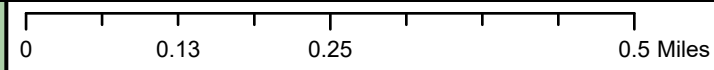
§§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21; Ord. No. 6879, §2, 5-20-25)

Editor's note— Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

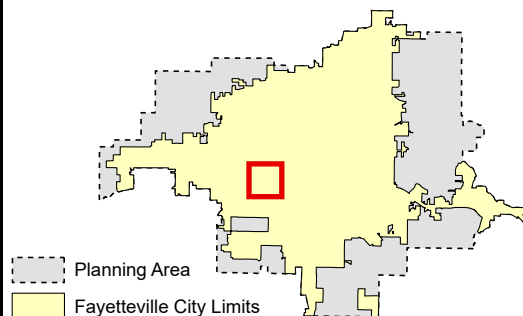
RZN-2025-0058

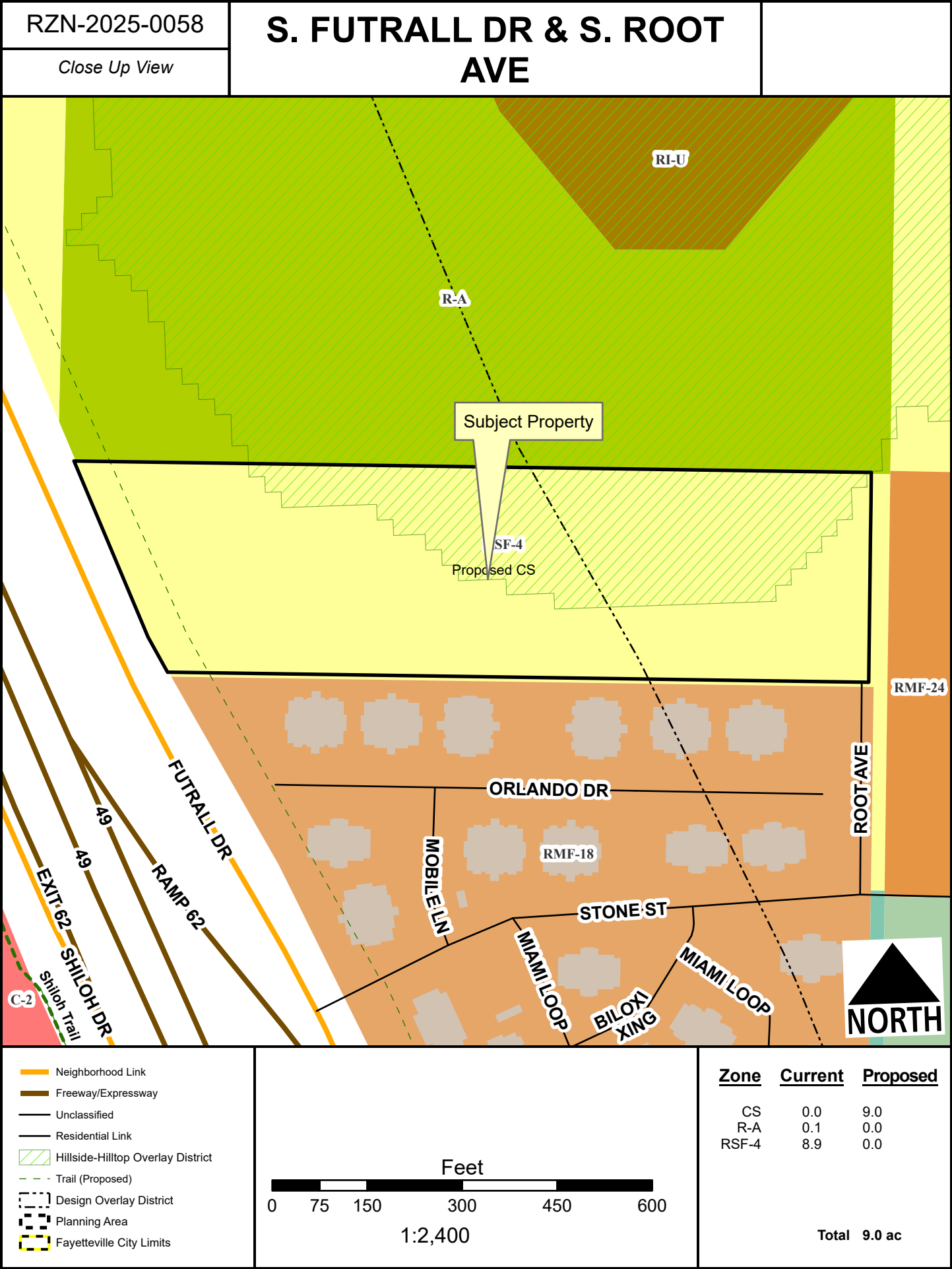
One Mile View

S. FUTRALL DR & S. ROOT AVE



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area

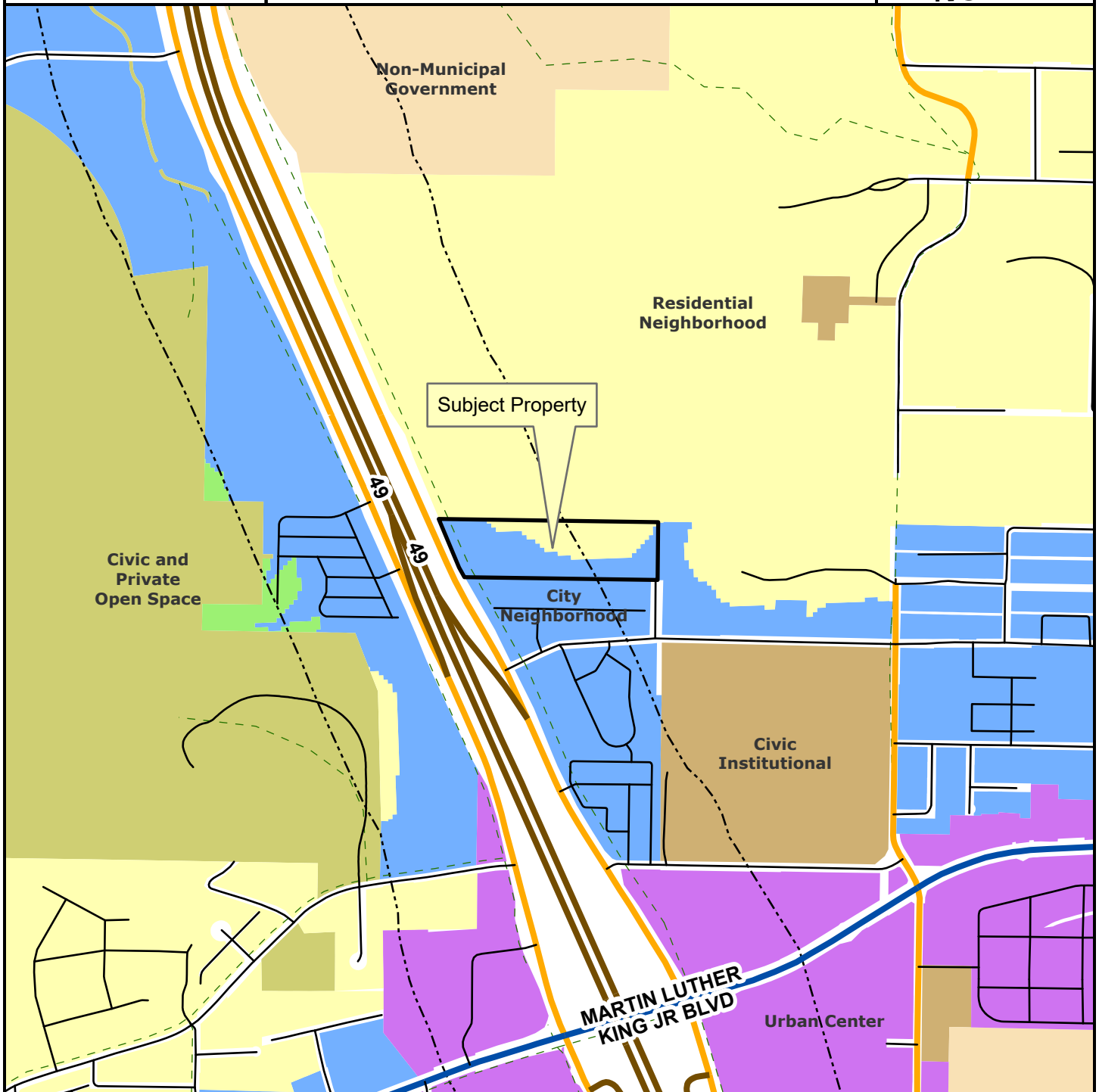




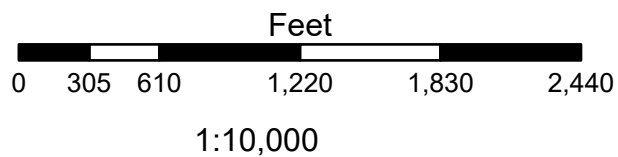
RZN-2025-0058

Future Land Use

S. FUTRALL DR & S. ROOT AVE



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center





Ecological Design Group
216 West Birch St,
Rogers, AR 72756

Date: 10/28/2025

Project: Futrall - Rezoning

Parcel Number: 765-14618-000

EDG Project No: #25-062

RE: Rezoning Request

To whom it may concern:

Ecological Design Group, on behalf of the Barnes Family Trust, requests the rezoning of parcel #765-14618-000, from RSF-4 (Residential Single Family, four units per acre) to C-S (Community Services).

The property is currently zoned RSF-4 and is bordered by RSF-18 and RMF-24 zones to the south and east, R-A to the north, and South Futrall Drive and Interstate 49 to the west. The proposed C-S zoning would allow for a mix of commercial and residential uses, aligning with the surrounding medium-high density residential zones and complementing the existing commercial zoning across I-49 to the northwest and southwest.

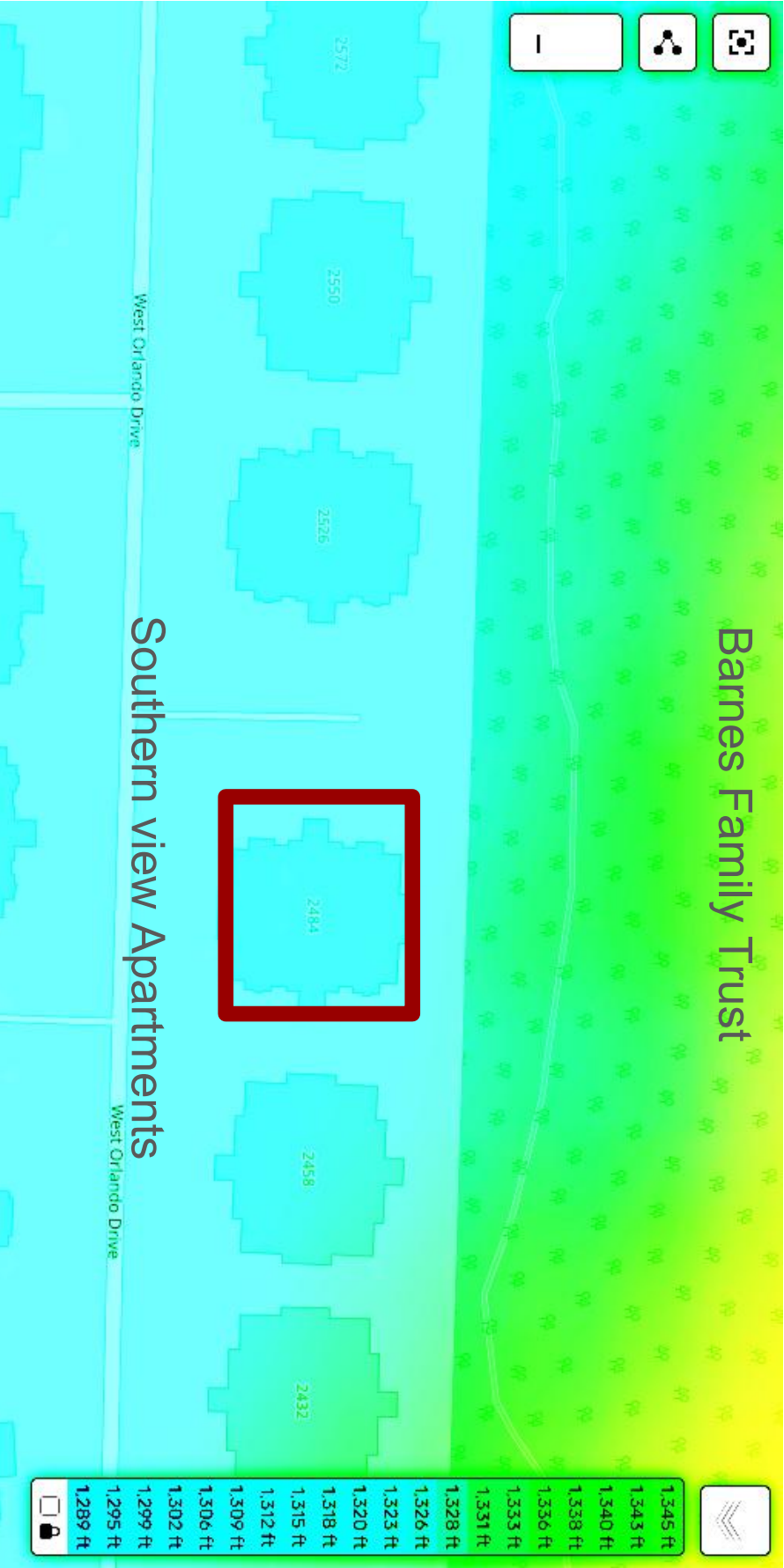
The proposed C-S zoning is compatible with surrounding land uses and therefore is not expected to negatively impact neighboring properties. Instead, it would enable the property to serve nearby residential areas with commercial services, while also supporting residential development consistent with adjacent zoning.

Sincerely,

A handwritten signature in cursive script that reads "Molly Pace".

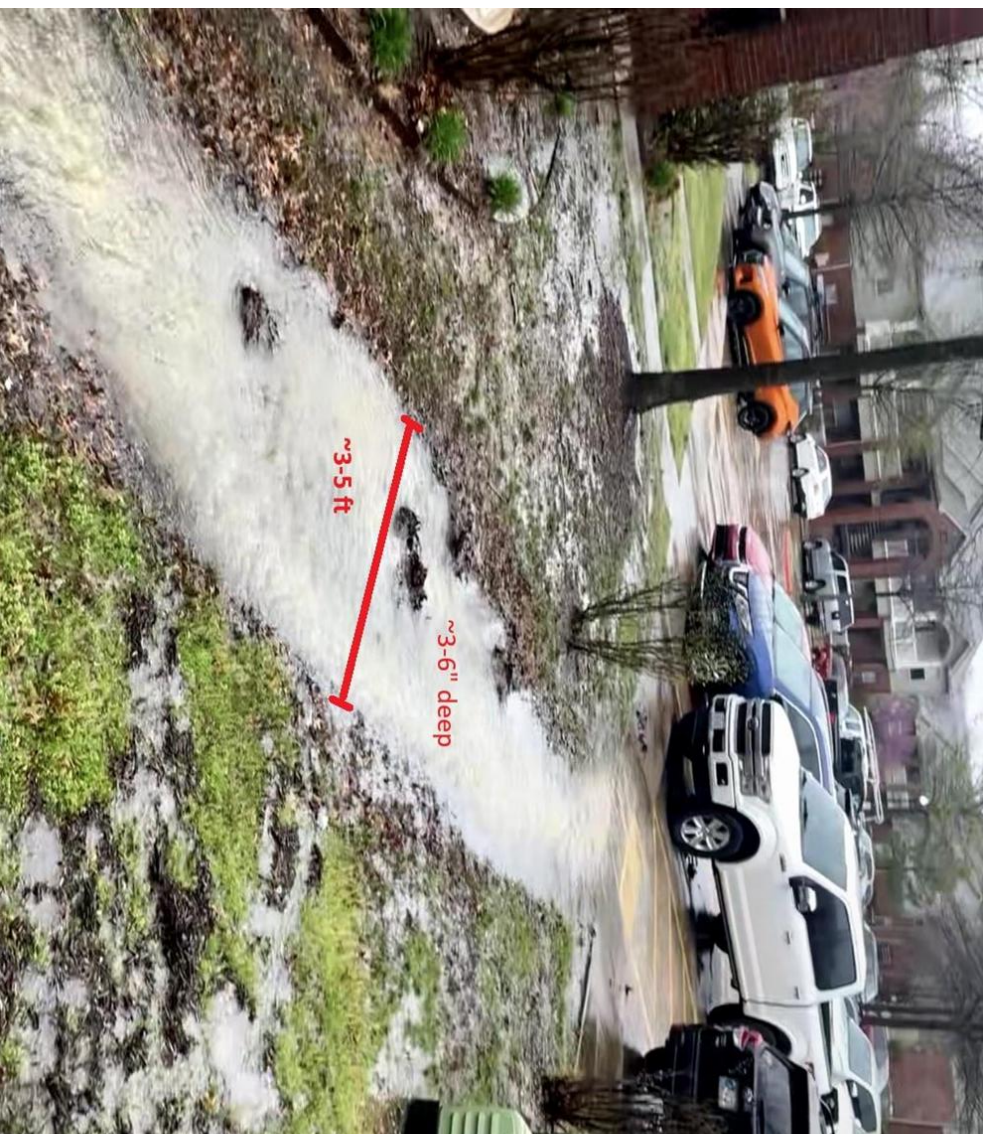
Molly Pace

(479) 441-0197





April 2025



↑ Erosion from
uphill runoff

Questions for the Commission

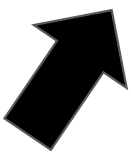
Has the Commission considered the potential impacts of future CS development when compared to future RSF-4 development, especially when considering runoff and erosion for residents south (downhill) of the parcel?

According to the measurement tool on the City's Land Records GIS map, the boundary of the property in question is only 30-50 feet from some impacted residents, including families with young children. Has the city considered these facts when considering a rezoning request?

In RZN-2025-058, it is mentioned that the developer may envision a future "transitional economic corridor" for local residents. Is it known what, specifically, the developer might envision building on this spot?

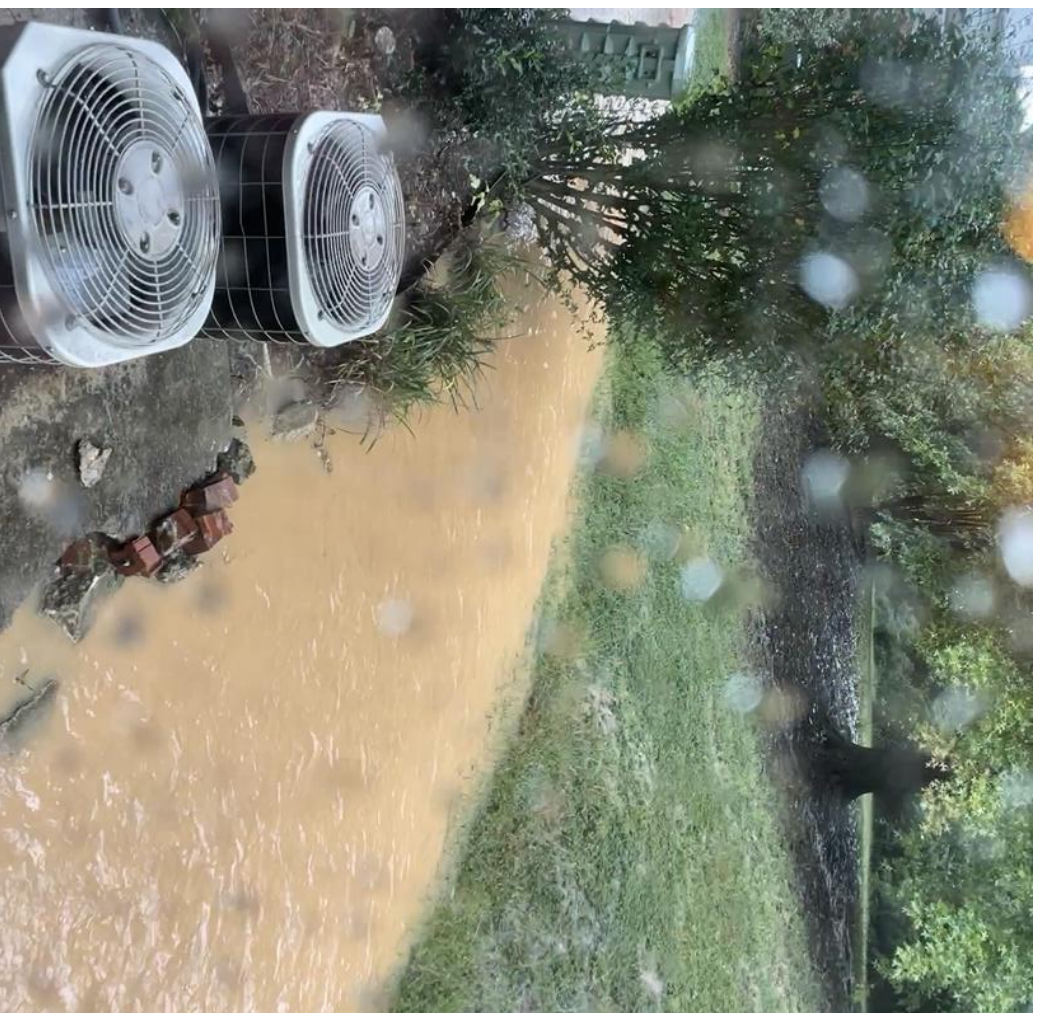
April 2025

Barnes
Family Trust
Property



My apartment

September 2025



December 2025



Sandbags
installed due to
runoff, potential for
flooding



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2025-0059: Rezoning (S FUTRALL DR/BARNES FAMILY TRUST). Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, UNITS PER ACRE, and contains approximately 1.37 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property to NS-G, Neighborhood Services - General.

While originally requesting CS, Community Services, the applicant agreed to a forwarding of a request of NS-G during the Planning Commission meeting. Staff recommended denial of a request to CS, Community Services, which this report evaluated.

BACKGROUND:

The subject property is immediately east of Interstate 49 and just over 1/4 mile south of Markham Hill Woods with frontage along South Futrall Drive, a one-way street heading north and is Arkansas Department of Transportation (ARDOT) right-of-way. The property consists of approximately 1.37 acres, is undeveloped, and has almost 100% tree canopy coverage. The property has a history of denied rezoning attempts, with requests to UT, Urban-Thoroughfare in 2021 and 2022. Portions of the property lie within the city's I-540 Overlay District, and a small portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone.

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units Per Acre, to CS, Community Services. The applicant asserts that the current request would accommodate a small-scale commercial transition area in a corridor that lacks services

Public Comment: Staff have received no public comments.

Land Use Compatibility: Staff finds that the proposed rezoning is inconsistent with the goals of City Plan 2040 and incompatible with surrounding land uses. The property has a history of rezoning attempts, including a 2021 request to UT that was denied for reasons related to building form and walkability requirements. A subsequent request to CS the following year was also denied by Planning Commission and was withdrawn by the applicant before going to City Council. Given the site's limited access, environmental

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

constraints, and isolation from a cohesive commercial pattern further reduces its compatibility with surrounding land uses. Given the current surrounding land use and the distance to non-residential services, staff is unable to support the current rezoning request. Prior rezoning requests have consistently recommended a rezoning to Neighborhood Services – Limited (NS-L) or Neighborhood Services – General (NS-G) to ensure compatibility and incremental development at this site. This remains staff's position.

Land Use Plan Analysis: Given cumulative concerns regarding the lack of services and limited potential for connectivity combined with the intensity of uses allowed in CS, staff finds the proposed rezoning to be inconsistent with the goals in City Plan 2040 and the property's future land use designation as a Residential Neighborhood area. Given the future land use classification of these portions of the site, staff recommends denial of the request.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4-6** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Water Main (6" along W Orlando Dr)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)
- Appropriate Future Land Use

DISCUSSION:

At the December 08, 2025 Planning Commission meeting, a vote of 6-1-0 forwarded the request to City Council with a recommendation of approval amending the original request for CS, Community Services to NS-G, Neighborhood Services – General. Commissioners McGetrick and Madden voiced concerns from previous zoning requests citing concern for intense zoning. Commissioners Brink and Castin voiced concerns regarding lack of utility connections to the subject property. The applicant was amendable to the change. One member of the public spoke at the meeting with concerns regarding flooding.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2624

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-59 FOR APPROXIMATELY 1.37 ACRES LOCATED AT SOUTH FUTRALL DRIVE IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES - GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services – General.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2624

Item ID

1/6/2026

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

Jonathan Curth

12/19/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0059: Rezoning (S FUTRALL DR/BARNES FAMILY TRUST, 519). Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR. IN WARD 1. The property is zoned RSF-4 RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 1.37 acres. The request is to rezone the property to NS-G, Neighborhood Services, General.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

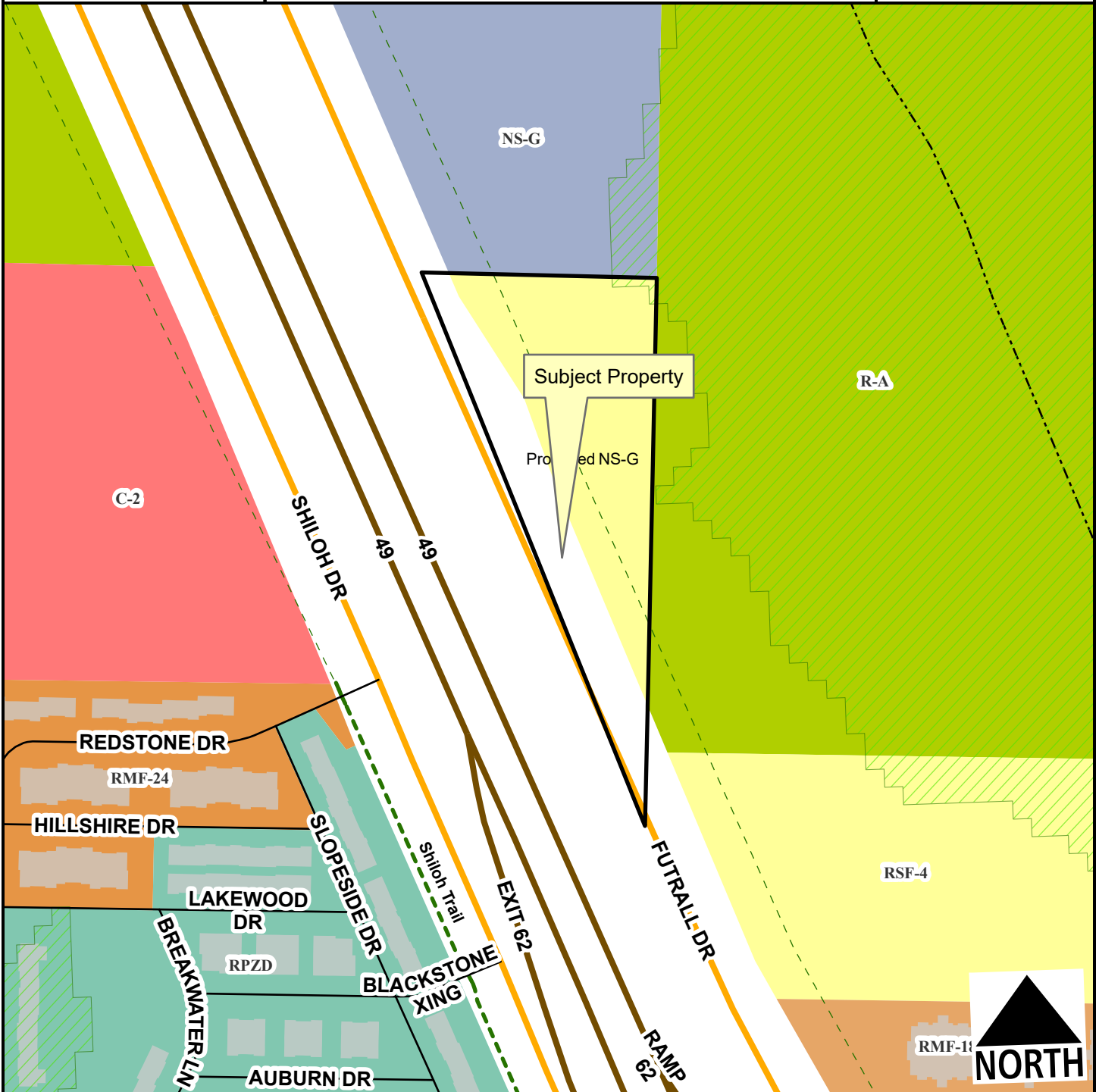
Comments:

RZN-2025-0059

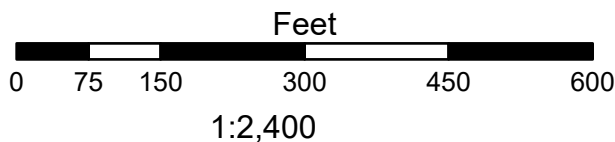
S. FUTRALL DR

EXHIBIT A

Close Up View



- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
NS-G	0.0	2.8
RSF-4	1.8	0.0

Total 2.8 ac

EXHIBIT B

A part of the Northwest quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Eighteen (18). Township Sixteen (16) North of Range Thirty (30) West, more particularly described as follows, to-wit: Beginning at the northeast corner of said forty (40) acre tract, and running thence South 1 degree 18 minutes East along the East line of said forty acre tract 753.30 feet to the North line of U.S. Highway No. 71 By-pass, thence North 24 degrees 31 minutes West along the North line of said By-pass 823.9 feet to the North line of said forty (40) acre tract, thence East along the North line of said forty (40) acre tract 325.74 feet to the point of beginning; less taken by Highway I-540, now 1.37 acres.



TO: Fayetteville Planning Commission

THRU: Jessie Master, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: December 08, 2025 **Updated with PC results 10/08**

SUBJECT: **RZN-2025-0059: Rezoning (S FUTRALL DR/BARNES FAMILY TRUST, 519):** Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 1.37 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends denial of **RZN-2025-0059**.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0059** to City Council with a recommendation of denial."*

BACKGROUND:

The subject property, parcel 765-14620-000, is immediately east of I-49 and just over ¼ mile south of Markham Hill Woods. The property has frontage along S. Futrall Drive, which is a one-way street heading north and is ARDOT right-of-way. The subject property consists of approximately 1.37 acres, and the request is to rezone the property from RSF-4, Residential Single-Family, 4 units per acre, to CS, Community Services. The property has a history of denied rezoning attempts, requests to UT, Urban-Thoroughfare in 2021 and 2022. The site is undeveloped and has almost 100% tree canopy coverage. While the applicant argues the current request would create a small-scale commercial transition area in a corridor that lacks services, staff finds the rezoning inadequate because of existing infrastructure limitations, environmental considerations, and inconsistency with adopted land use plans. Portions of the property lie within the City's Sign Overlay District, and a small portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	NS-G, Neighborhood Services - General
South	Interstate (I-49)	RPZD, Residential Planned Zoning District
East	Undeveloped	R-A, Residential Agriculture
West	Interstate (I-49)	C-2, Thoroughfare Commercial (across the interstate)

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units Per Acre, to CS, Community Services.

Public Comment: Staff have received no public comments.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has road frontage along South Futrall Drive. South Futrall Drive is a partially improved Neighborhood Link Street with asphalt paving with curb and gutter. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is not available to the Subject area.

Sewer: Sanitary Sewer is partially available through an 18" PVC and a 21" VCP within the subject area. However, connection feasibility and required extensions would need evaluation at development.

Drainage: The property is not within FEMA Floodplain or Streamside Protection Zone. However, hydric soils are partially present. Hydric soil is a known indicator of potential wetlands, and further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. Portions of the property lie within the Hillside/Hilltop Overlay District, requiring additional restrictions and engineered plans at time of development, as well as grading, erosion control, and abbreviated tree preservation plans.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 900 S Hollywood Ave., protects this site. The property is located approximately 1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning districts, CS, Community Services require a **20% minimum canopy preservation**. The current zoning districts, RSF-4, Residential Single-Family, 4 Units per Acre require a **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4-6** for this site with a weighted score of **10**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds that the proposed rezoning is inconsistent with the goals of City Plan 2040 and incompatible with surrounding land uses. The property has a history of rezoning attempts, including a 2021 request to UT that was denied for reasons related to building form and walkability requirements. A subsequent request to UT the following year was also denied by Planning Commission and was withdrawn by the applicant before going to City Council. Given the site's limited access, environmental constraints, and isolation from a cohesive commercial pattern further reduces its compatibility with surrounding land uses. Given the current surrounding land use and the distance to non-residential services, there is decreased flexibility to approve the current rezoning request. Therefore, staff finds the request a rezone approximately 1.37 acres from RSF-4 to CS inconsistent with adopted plans. Prior rezoning requests have consistently recommended a rezoning to Neighborhood Services – Limited (NS-L) or Neighborhood Services – General (NS-G) to ensure compatibility and incremental development at this site. Staff maintains this recommendation for rezoning

The subject area has does have street frontage along S. Futrall Dr. and is a partially improved Neighborhood Link Street with asphalt paving with curb and gutter. It is important to note that S Futrall Dr is a one-way thoroughfare, which inherently restricts direct connectivity. Any required street enhancements in these areas would be determined at the time of a

development proposal. Furthermore, any additional improvements or requirements for drainage will be determined at time of development.

Overall, the request present concerns as discussed in previous rezoning requests. Staff recommends denial of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be inconsistent with the goals in City Plan 2040 and the property's future land use designation as a Residential Neighborhood area. Given the future land use classification of these portions of the site, staff would recommend denial of the request to stay in line with that plan.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Considering the property's location, access, environmental prohibitions, adjacent to major transportation infrastructure, and inconsistency with the City's adopted plans, staff finds inadequate justification for the rezoning.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-4 to CS has the potential to substantially increase traffic to an area solely by S. Futrall Dr., which provides limited access and inadequate capacity. Therefore, the rezoning could appreciably increase traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The property does not have water access and may require sewer facility upgrades. Increased development intensity under CS zoning would increase demands on water, sewer, and fire service, without adequate existing infrastructure. This represents an undesirable increase in service load.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

Finding: Land use at the site is incompatible with the surrounding area and does not align with City Plan 2040. A proposed future development would likely generate traffic that cannot be adequately supported, especially given the limited access created by the one-way configuration of S. Futrall Dr. Additionally, the property currently lacks water access, and existing sewer and fire-service infrastructure are insufficient to meet the demands of a proposed commercial use.

RECOMMENDATION: Planning staff recommends denial of RZN-2024-0059.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>December 08, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Cabe</u>		with rec. to rezone to NS-G	
Second: <u>Castin</u>			
Vote: <u>6-1-0 (Madden in opposition)</u>			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.22 District CS, Community Services
 - Applicant Exhibits
 - Request Letter
-

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre (modified)

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-Family Dwellings
Unit per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-Family Dwellings
Lot minimum width	70 feet
Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet
Hillside Overlay District Lot minimum width	60 feet
Hillside Overlay District Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.*

On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; [Ord. No. 6245](#), §2, 10-15-19; [Ord. No. 6427](#), §§1(Exh. C), 2, 4-20-21)

Editor's note— Ord. No. [6888](#), §1, adopted June 17, 2025 determines that [Ordinance 6427](#) (Sunset Clause), Ordinance [6625](#) (extending Sunset Clause), Ordinance [6710](#) (extending the Sunset Clause), and Ordinance [6820](#) (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by [Ordinance 6427](#) shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.22 - Community Services (modified)

(A) *Purpose.*

The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings

Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

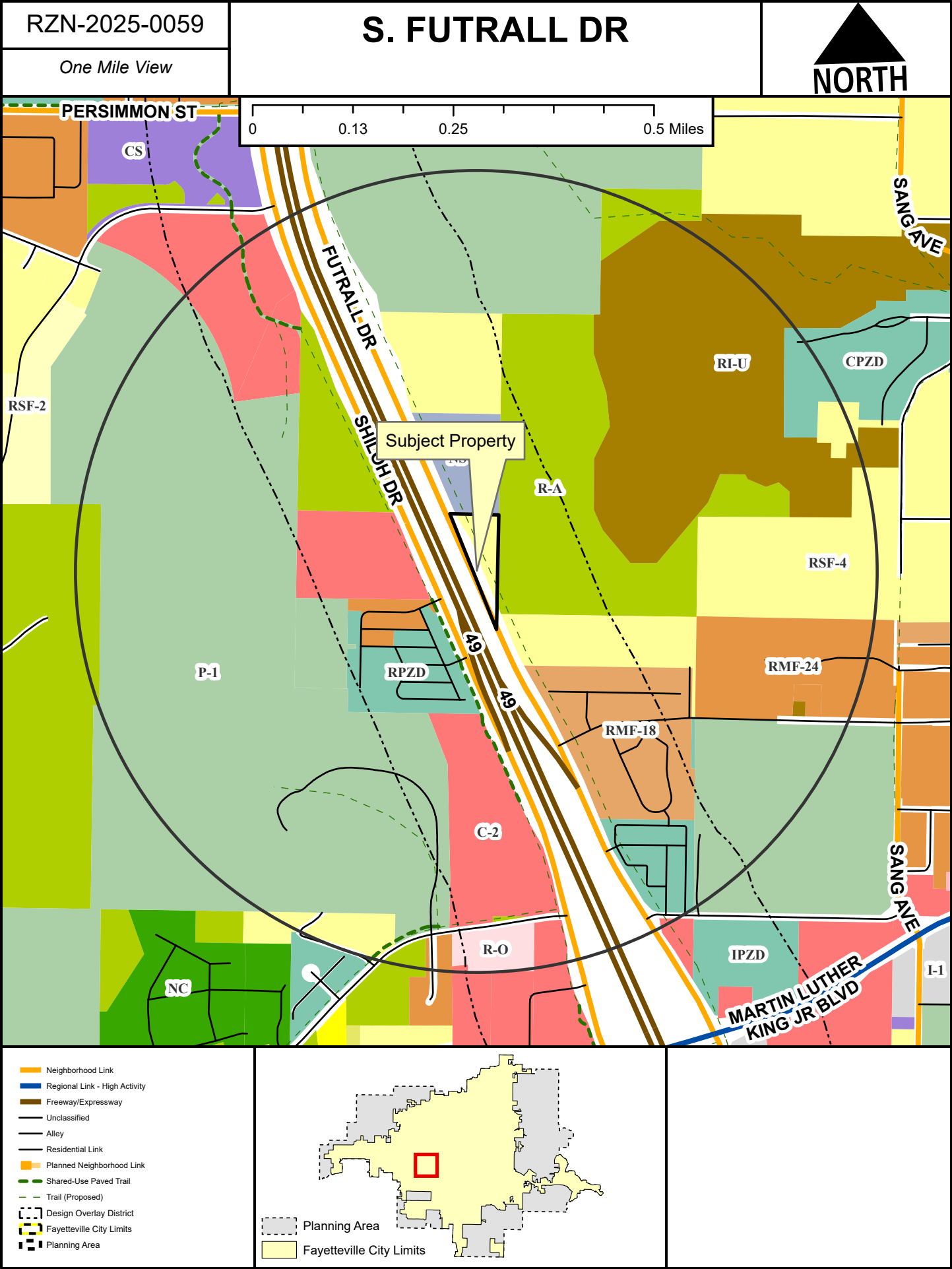
Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

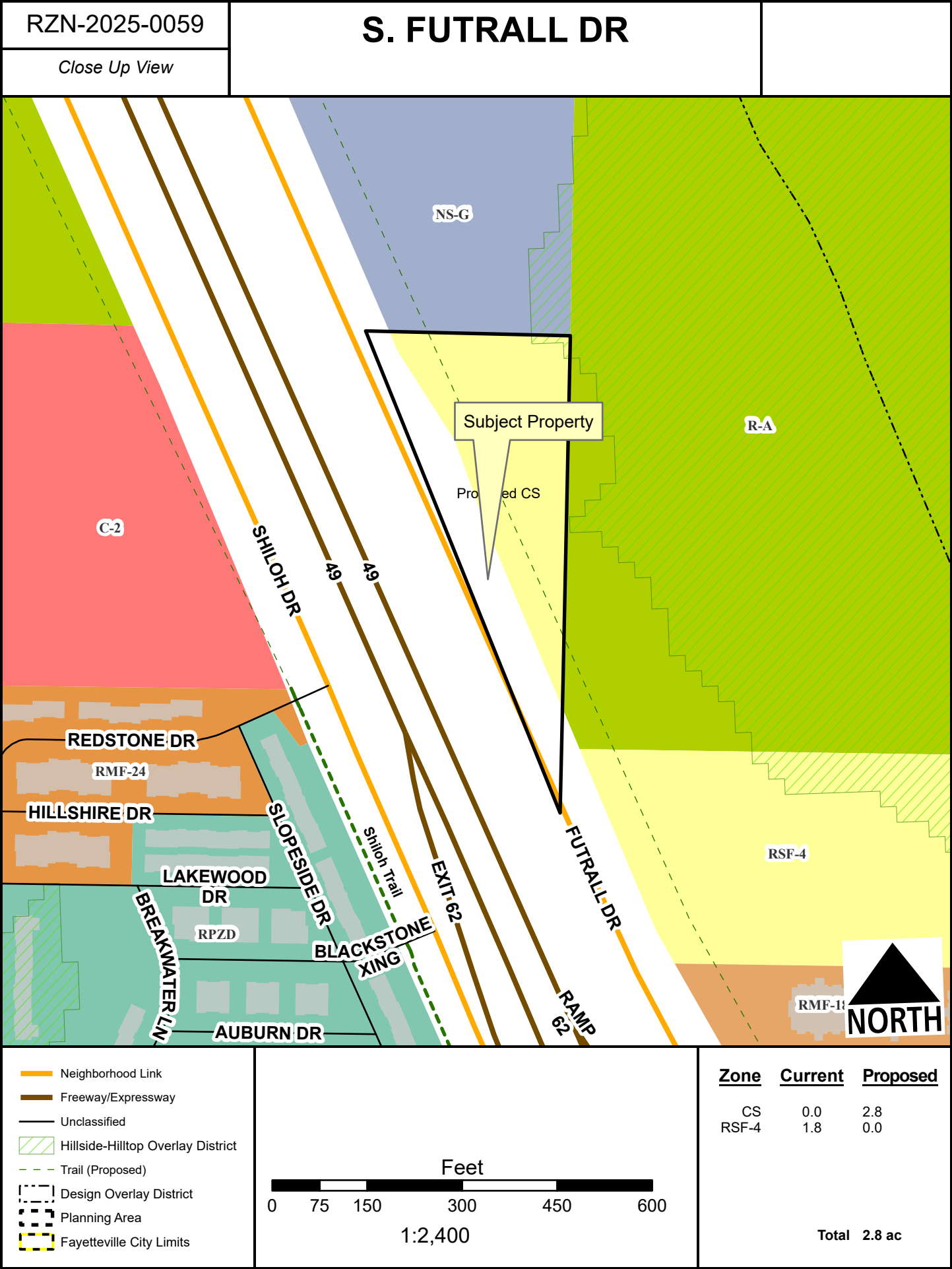
(F) *Building Height Regulations.*

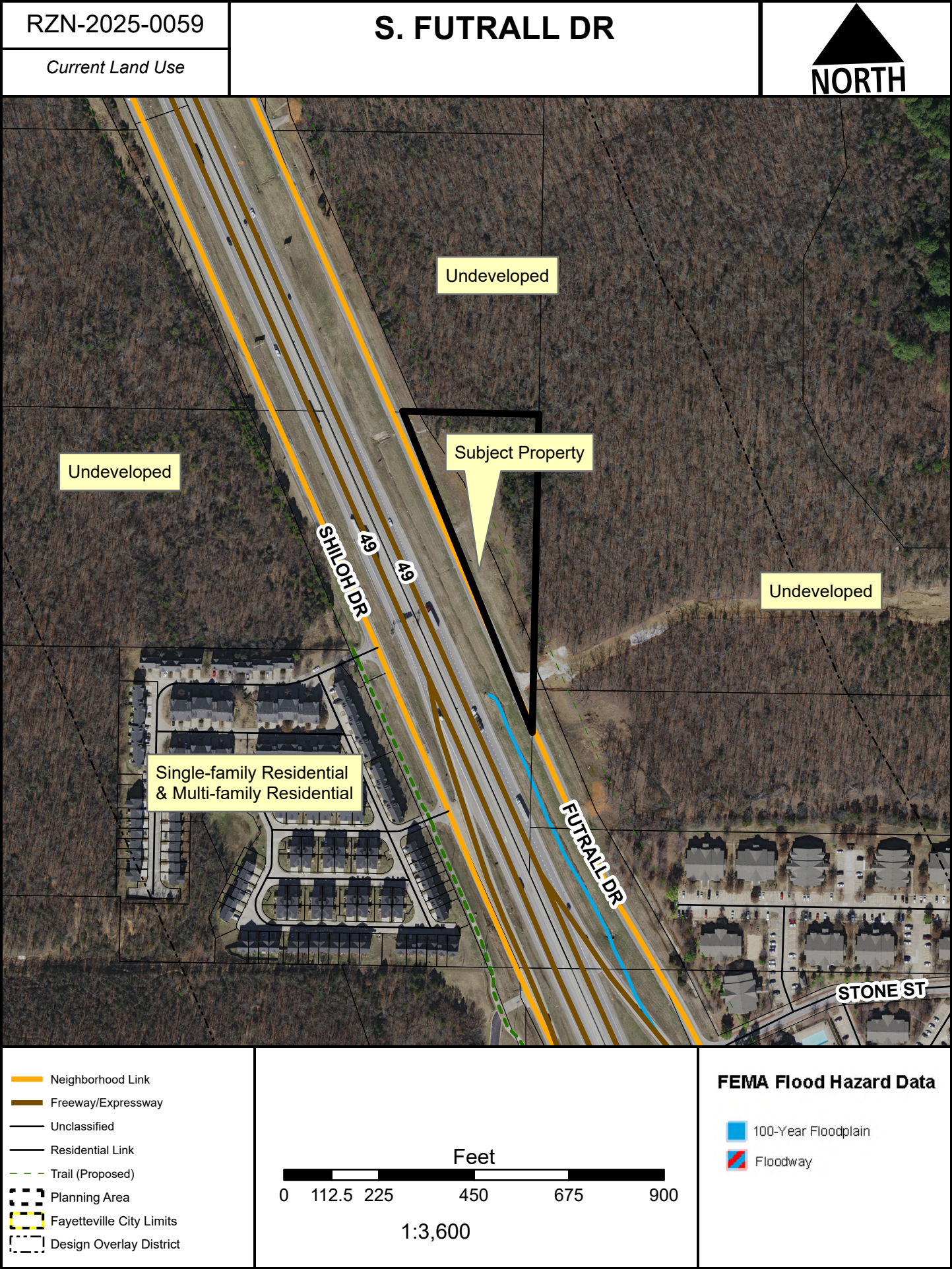
Building height maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945,



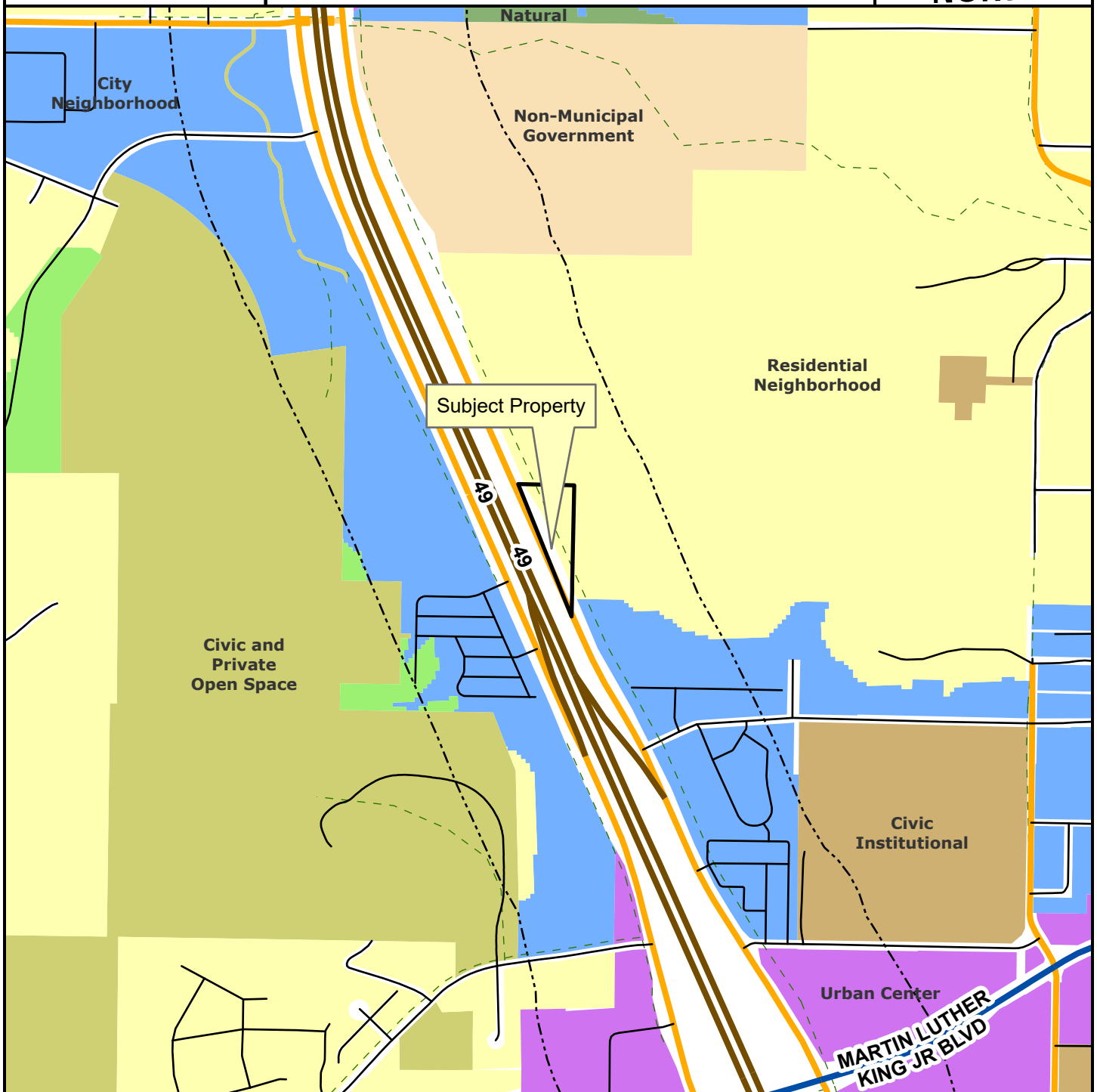




RZN-2025-0059

S. FUTRALL DR

Future Land Use



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre (modified)

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-Family Dwellings
Unit per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-Family Dwellings
Lot minimum width	70 feet
Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet
Hillside Overlay District Lot minimum width	60 feet
Hillside Overlay District Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.*

On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §8, 1-17-17; Ord. No. [6015](#), §1(Exh. A), 11-21-17; [Ord. No. 6245](#), §2, 10-15-19; [Ord. No. 6427](#), §§1(Exh. C), 2, 4-20-21)

Editor's note— Ord. No. [6888](#), §1, adopted June 17, 2025 determines that [Ordinance 6427](#) (Sunset Clause), Ordinance [6625](#) (extending Sunset Clause), Ordinance [6710](#) (extending the Sunset Clause), and Ordinance [6820](#) (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by [Ordinance 6427](#) shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.22 - Community Services (modified)

(A) *Purpose.*

The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings

Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building height maximum	5 stories
-------------------------	-----------

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945,

§§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21; Ord. No. 6879, §2, 5-20-25)

Editor's note— Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.



Ecological Design Group
216 West Birch St,
Rogers, AR 72756

Date: 10/28/2025

Project: Futrall - Rezoning

Parcel Number: 765-14620-000

EDG Project No: #25-062

RE: Rezoning Request

To whom it may concern:

Ecological Design Group, on behalf of the Barnes Family Trust, requests the rezoning of parcel #765-14620-000, from RSF-4 (Residential Single Family, four units per acre) to C-S (Community Services).

The property is currently zoned RSF-4 and is bordered by NS-G to the north, R-A to the east, and C-2 and RMF-24 across the interstate to the west. The proposed C-S zoning would allow for a mix of commercial and residential uses, aligning with the surrounding commercial and medium-high density residential zones as well as complementing the intent of the NS-G zone to provide mixed use amenities for nearby residential uses.

The proposed C-S zoning is compatible with surrounding land uses and therefore is not expected to negatively impact neighboring properties. Instead, it would act as an extension of the neighboring NS-G zone while reflecting the denser existing developments across I-49.

Sincerely,

A handwritten signature in cursive script that reads "Molly Pace".

Molly Pace

(479) 441-0197



MEETING OF DECEMBER 30, 2025

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2025-0057: Rezoning (4550 W. OZARK TRL./ TERRA FIRMA, 594): Submitted by TERRA FIRMA HOLDINGS for property located at 4550 W. OZARK TRL in WARD 1. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.26 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in west Fayetteville about 1,200 feet south of W. Martin Luther King Boulevard, bordering the city of Farmington. The property is zoned R-A, Residential-Agriculture, totals approximately 0.26 acre, and is developed with a single-family dwelling that Washington County records indicate was built in 1967. The property does not lie in an overlay district and does not include areas of FEMA-designated floodplain.

Request: The request is to rezone the property from R-A, Residential-Agriculture, to RI-12, Residential Intermediate, 12 Units per Acre.

Public Comment: Staff has not received any public comment for this item.

Land Use Compatibility: Staff finds the proposed rezoning from R-A to RI-12 to be partially compatible with the surrounding land uses. R-A and RI-12 have some of the same use units regarding residential (single- and two-family), but RI-12 does allow for additional uses such as three- to four-family and cluster housing. Also distinct between the two zoning districts are the bulk and area requirements. Lot width minimum in RI-12 is 50 feet for both single-family and two-family, and 90 feet for three- and four-family while R-A requires 200 feet. Lot area minimums in RI-12 are 5,000 square feet for single-family, 7,260 square feet for two-family, and 10,890 square feet for three- and four-family; in R-A it is 2 acres. The property's lot width (approximately 70 feet) and area (approximately 10,200 sqft) would prevent the development of three- and four-family dwellings, but would allow some development where R-A does not. The existing property is non-conforming to its zoning district in terms of both area and street frontage. A major difference between the two districts is that allowing for a rezoning to RI-12 would introduce urban form setbacks to the area, which are used to promote walkability and ease of movement for all transportation types.

On both sides of the Fayetteville city limites, properties are single-family. Those located within the city of Fayetteville are large lots with residential development; the city of Farmington properties are smaller lots but with the same uses. Staff finds that the allowable uses in RI-12 will complement the surrounding area and, given the size of the property, will have limited development potential. Additionally, an evaluation of infrastructure in the area indicates that it is sufficient to handle potential development of the property.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the Future Land Use Map designation as City Neighborhood area. The area could be considered underdeveloped as much of the city of Fayetteville properties are multi-acre lots with only single-family residential units despite their proximity to services and a major transportation corridor. The anticipated goal for the City Neighborhood designation would be for mixed use development at this location, but given the existing context and elements that can contribute to appropriate infill and development. This designation may have been influenced by the City of Farmington's Future Land Use Map which designates properties adjacent to the subject property as HC- Highway Commercial. To determine its own designation, the City of Fayetteville aligned its FLUM to Farmington's by designating this area as City Neighborhood, allowing for this corridor to have similar development patterns. A rezoning to RI-12 could allow for the creation of new housing with some flexibility in housing types, fitting with City Neighborhood. The property has a moderate-to-low infill score of 5 and is not located within a walkable distance to amenities. As a result of a low infill score, the area would need substantial infrastructure development to handle additional intense density. However, the subject property is small which caps development at this location. Staff finds that the requested rezoning could allow for convenience goods and services and housing which will assist with the City Goals #1 (appropriate infill) and 6 (opportunities for affordable housing).

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 5 for this site. The following elements of the matrix contribute to the score:

- Near Sewer Main (6-inch main along southeast portion of property)
- Near Water Main (2.25-inch main W. Ozark Trl)
- Near City Park (Razorback Greenway)
- Near Paved Trail (Midtown Trail)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:

At the December 8, 2025, Planning Commission meeting, a vote of 6-1-0 forwarded the request to City Council with a recommendation of approval with Commissioner Payne dissenting. Commissioner Cabe motioned and Commissioner Castin seconded. Commissioners asked for clarification regarding whether other zoning districts had been considered with staff responding that there had been and RI-12 allowed the most flexibility for development on the small parcel. One member of the public spoke against the item concerning any potential development's impact on rain runoff onto nearby properties.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2702

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-57 FOR APPROXIMATELY 0.26 ACRES LOCATED AT 4550 WEST OZARK TRAIL IN WARD 1 FROM R-A, RESIDENTIAL-AGRICULTURAL TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential-Agricultural to RI-12, Residential Intermediate, 12 Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2702

Item ID

1/6/2026

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

Jonathan Curth

12/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0057: Rezoning (4550 W. OZARK TRL./ TERRA FIRMA, 594): Submitted by TERRA FIRMA HOLDINGS for property located at 4550 W. OZARK TRL in WARD 1. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.26 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.

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:

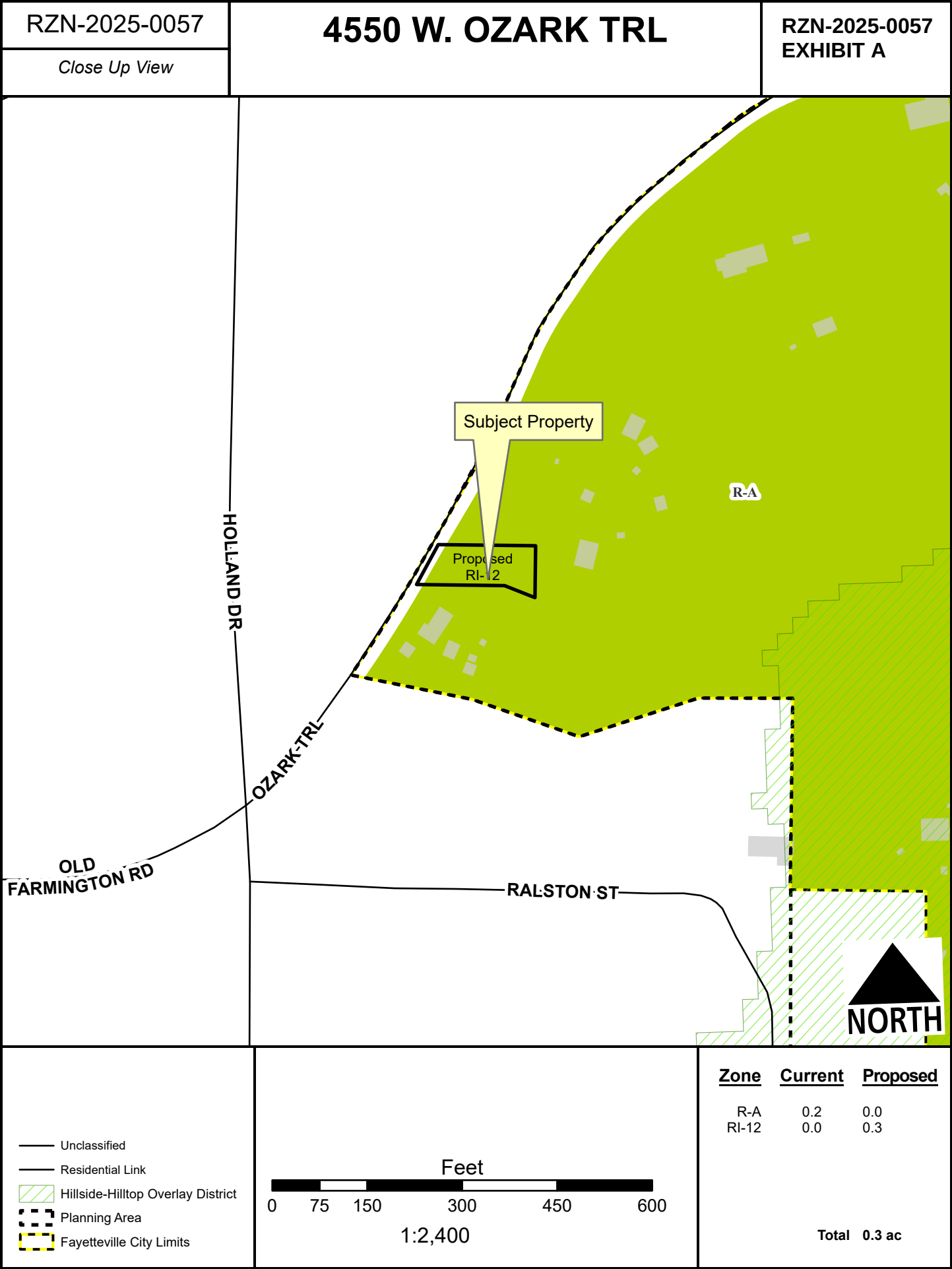
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



PARCEL 765-16314-000 ADDRESS - 4550 W OZARK TRAIL

SURVEY DESCRIPTION

PART OF THE SE/4 OF THE SW/4 OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SE/4 OF THE SW/4, THENCE N 3°03'20" E 100.00 FEET, THENCE N 37°23'38" E 460.50 FEET A SET MAG NAIL AT THE POINT OF BEGINNING, THENCE N 30°24'15" E 71.73 FEET TO A SET MAG NAIL, THENCE S 87°16'32" E 153.93 FEET, THENCE S 2°40'26" W 81.90 FEET TO A FOUND IRON PIN, THENCE N 66°19'34" W 51.74 FEET TO A FOUND IRON PIN, THENCE N 87°19'34" W 139.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES AND SUBJECT TO THE RIGHT-OF-WAY OF W. OZARK TRAIL, AND SUBJECT TO ANY OTHER EASEMENTS OF RECORD OR FACT.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: December 8, 2025 **Updated w/ meeting results**

SUBJECT: **RZN-2025-0057: Rezoning (4550 W. OZARK TRL./ TERRA FIRMA, 594):** Submitted by TERRA FIRMA HOLDINGS for property located at 4550 W. OZARK TRL. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.26 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0057** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0057** to the City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in west Fayetteville about 1,200 feet south of W. Martin Luther King Boulevard, bordering the city of Farmington. The property is zoned R-A, Residential-Agriculture, and overall it contains 0.26 of an acre. This subject property is developed with a single-family dwelling that Washington County records indicate was built in 1967. The property does not lie in an overlay district. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	City of Farmington; R-A, Residential-Agriculture
South	Two-Family Residential	R-A, Residential-Agriculture
East	Single-Family Residential	R-A, Residential-Agriculture
West	Single-Family Residential	City of Farmington

Request: The request is to rezone the property from R-A, Residential-Agriculture, to RI-12, Residential Intermediate, 12 Units per Acre.

Public Comment: Staff has not received any public comment for this item.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has a road frontage along West Ozark Trail. West Ozark Trail is a partially improved Residential Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. Existing 2.25-inch water main is present along West Ozark Trail.

Sewer: Sanitary sewer is available to the subject area. Existing 6-inch sewer main is present along southeast corner of the subject property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams or hydric soils are present. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 900 S. Hollywood Ave., protects this site. The property is located approximately 2.5 miles from the fire station with an anticipated drive time of approximately 7 minutes using existing streets. The anticipated response time would be approximately 9.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, RI-12, Residential Intermediate, 12 Units per Acre, requires **20% minimum canopy preservation**. The current zoning district, R-A, Residential-Agriculture, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5** for this site with a weighted score of **6**. The following elements of the matrix contribute to the score:

- Near Sewer Main (6-inch main along southeast portion of property)
- Near Water Main (2.25-inch main W. Ozark Trl)

- Near City Park (Razorback Greenway)
- Near Paved Trail (Midtown Trail)
- Appropriate Future Land Use (City Neighborhood)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed rezoning from R-A to RI-12 to be compatible with the surrounding land uses. R-A and RI-12 has some of the same use units regarding residential (single- and two-family), but RI-12 does allow for additional uses such as three- to four-family and cluster housing. There are no properties with similar use allowances or bulk and area as they are either City of Farmington properties or zoned R-A. R-A and RI-12 have significantly different bulk and area requirements. Lot width minimum in RI-12 is 50 feet for both single-family and two-family, and 90 feet for three- and four-family; but in R-A is 200 feet. Lot area minimums in RI-12 are 5,000 square feet for single-family, 7,260 square feet for two-family, and 10,890 square feet for three- and four-family; in R-A it is 2 acres. The property's lot width (approximately 70 feet) and area (approximately 10,200 sqft) would prevent the development of three- and four-family dwellings. The existing property is non-conforming to its zoning district. A rezoning to RI-12 would allow for development on the property. A major difference between the two districts is that allowing for a rezoning to RI-12 would introduce urban form setbacks to the area, which are used to promote walkability in an area. Much of the surrounding properties are single-family. The properties located within the city of Fayetteville are large lots with residential development; the city of Farmington properties are smaller lots but with the same uses. The allowable uses in RI-12 would blend in with the surrounding area. And, given the size of the property and its lessened development potential, the infrastructure in the area should be sufficient to handle any proposed development. Staff finds the requested rezoning to be compatible with surrounding land uses and provides opportunities for increased housing opportunities.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the Future Land Use Map designation as City Neighborhood area. The area could be considered underdeveloped as much of the city of Fayetteville properties are multi-acre lots with only single-family residential units. The anticipated goal for the City Neighborhood designation would be for mixed use development at this location. This designation may have been influenced by the City of Farmington's Future Land Use Map which designates properties adjacent to the subject property as HC- Highway Commercial. To determine its own designation, the City of Fayetteville aligned its FLUM to Farmington's by designating this area as City Neighborhood, allowing for this corridor to have similar development patterns. A rezoning to RI-12 could allow for the creation, or maintenance, of residential properties with reduced lot sizes and offer some flexibility in housing types, fitting with City Neighborhood. The property has a moderate-to-low infill score of 5 and is not located within a walkable distance to

amenities. As a result of a low infill score, the area would need substantial infrastructure development to handle additional intense density. However, the subject property is small which caps development at this location. Staff finds that the requested rezoning could allow for convenience goods and services and housing which will assist with the City Goals #1 (appropriate infill) and 6 (opportunities for affordable housing).

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that there is sufficient justification for rezoning the subject property from R-A to RI-12. Staff finds that the proposed rezoning is compatible with surrounding properties and consistent with the City's future land use plans.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from R-A to RI-12 could increase traffic in the area, but only minimally as the size of the property is small, capping density.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to slightly alter the population density since it would allow for additional residential development. However, the property currently has access to public streets, water, and sewers, and any necessary improvements would be determined at the time of development. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0057 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>December 8, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Cabe			
Second: Castin			
Vote: 6-1-0 (Payne dissented)			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.03 District R-A, Residential-Agricultural
 - §161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half ($\frac{1}{2}$)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

- (F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

- (G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre

(A) *Purpose.* The RI-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12
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(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) and four (4) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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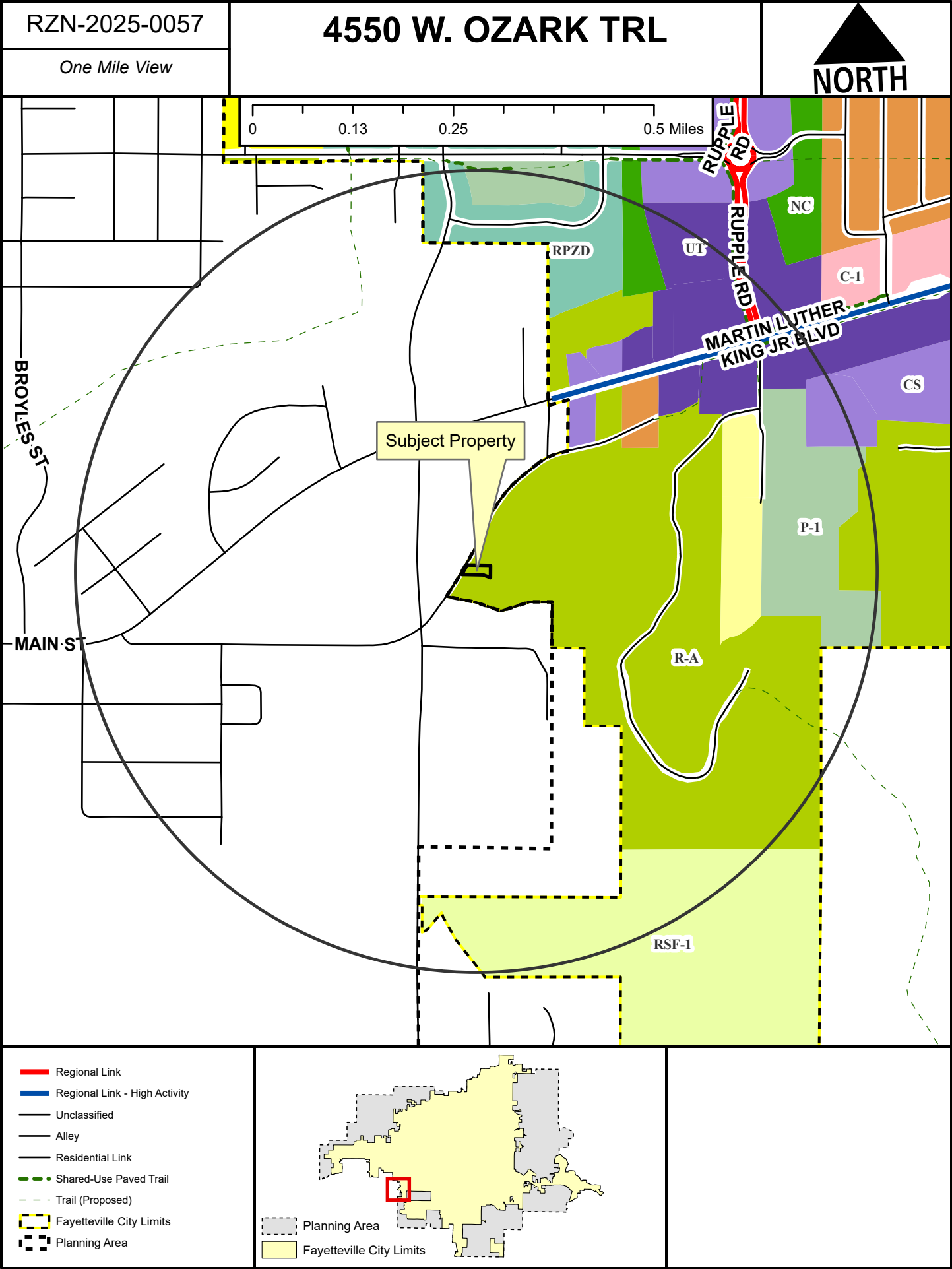
* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

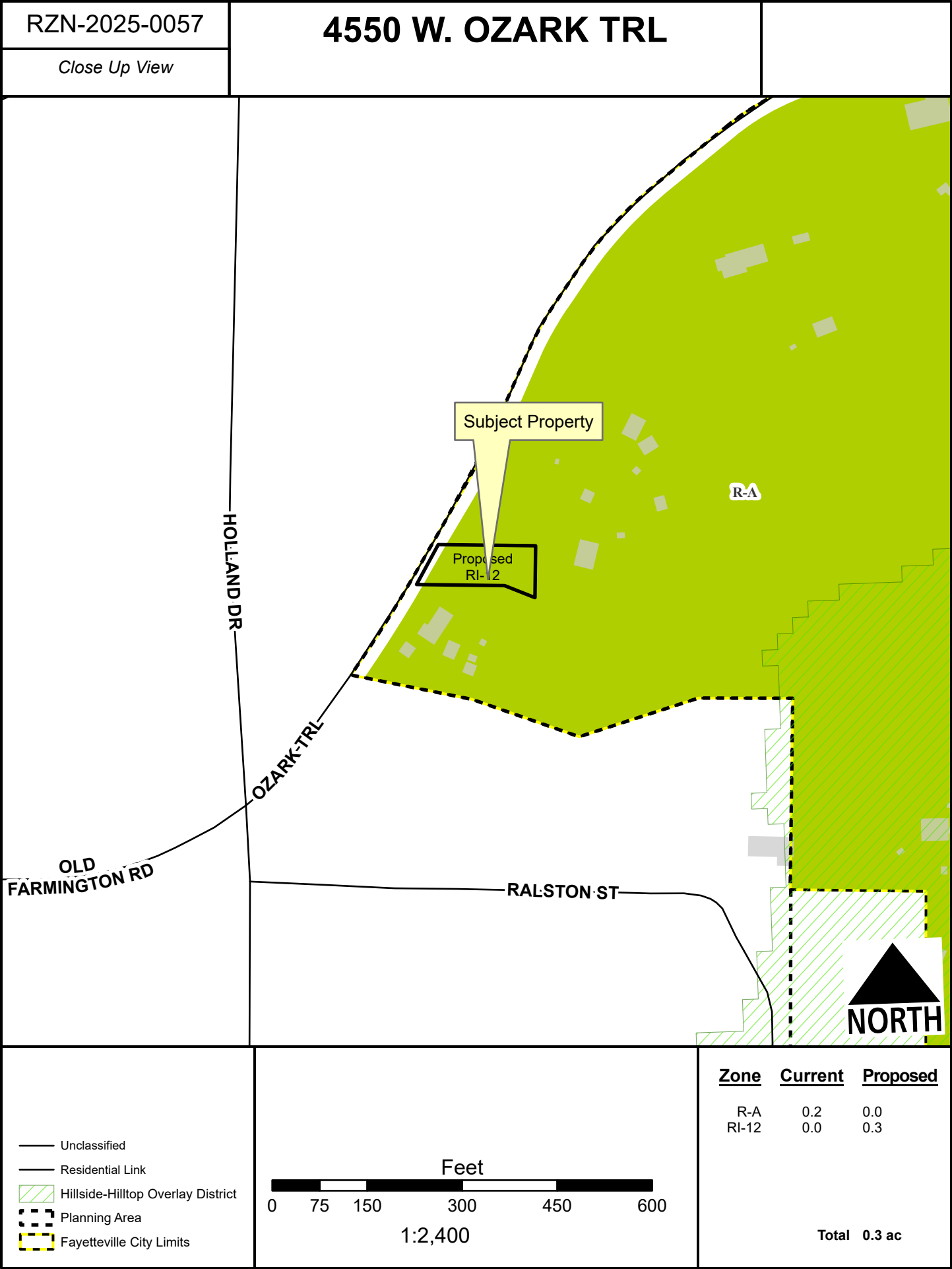
(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§4, 8, 9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6658, §2(Exh. A), 5-2-23)

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RZN-2025-0057

4550 W. OZARK TRL

Current Land Use

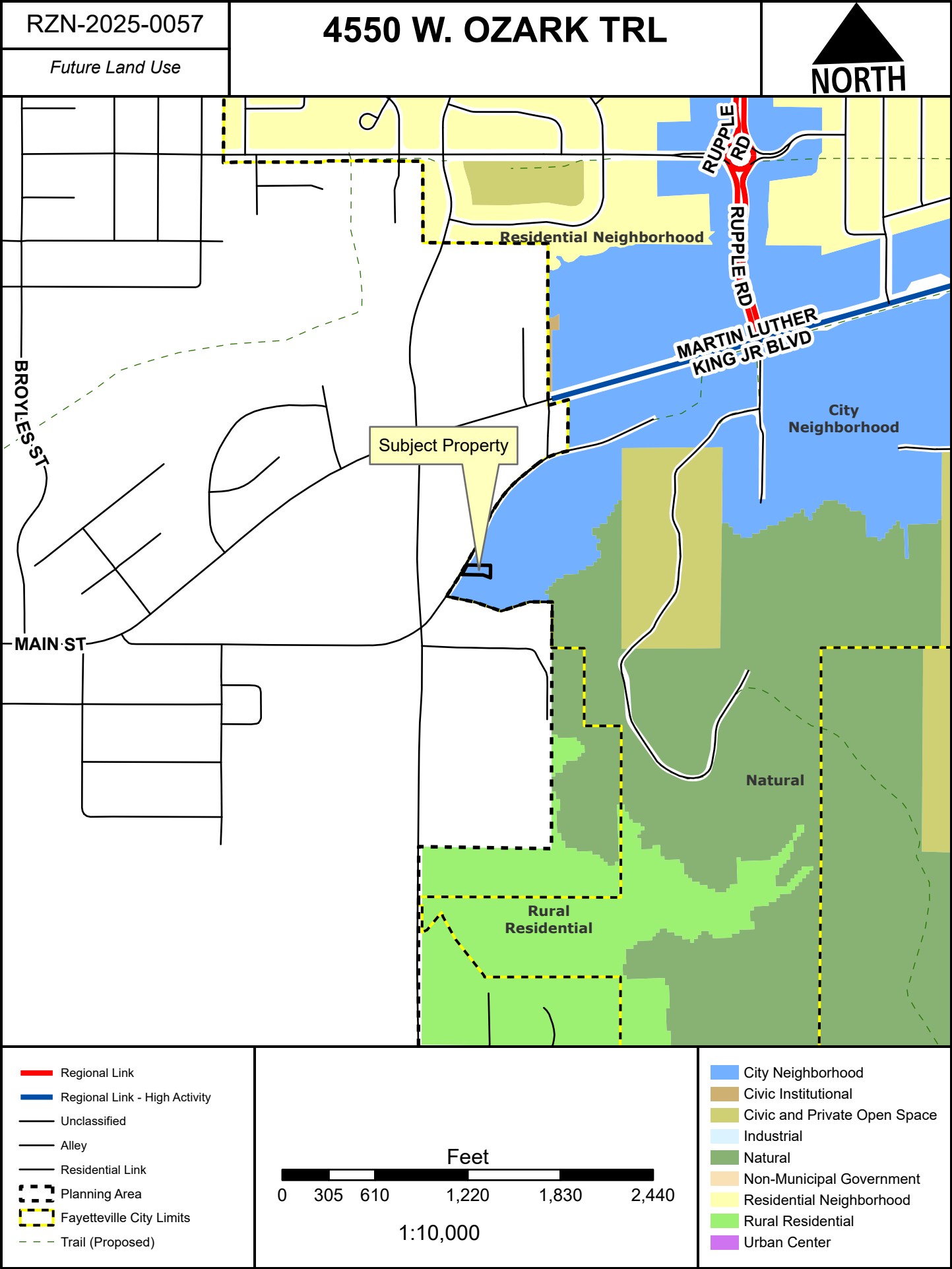


- Unclassified
- Residential Link
- - - Trail (Proposed)
- - - Planning Area
- - - Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



TO: City of Fayetteville Planning Commission and City Council

RE: Rezoning Request for 4550 W Ozark Trail – From RA to RI-12

Dear Commissioners and Council Members,

I am requesting the rezoning of 4550 West Ozark Trail from RA (Residential Agricultural) to RI-12 (Residential Intermediate, 12 units/acre). The property is a small lot located within the City's designated City Neighborhood future land-use area, which encourages infill residential development at moderate densities to support walkable neighborhoods and efficient use of existing infrastructure.

This rezoning will enable the construction of a small, affordable home that aligns with Fayetteville's goal of providing diverse and attainable housing options. Due to lot constraints and setbacks, a large home is not feasible, so this development will focus on efficient design and affordability. The resulting home will be consistent with nearby homes built within the last decade while slightly smaller in scale, maintaining neighborhood character and compatibility.

The requested RI-12 zoning is compatible with the City Neighborhood designation, supports the City Plan 2040 principles of infill and affordability, and aligns with surrounding residential uses. Utilities are available to serve the site, and no changes to topography or access are proposed. This rezoning will contribute positively to meeting housing demand without negatively impacting adjacent properties.

Thank you for your consideration.

Sincerely,

Tyler F. Thompson
Terra Firma Holdings LLC (d/b/a PDQ Homebuyers)
P.O. Box 1198, Bentonville, AR 72712
479-621-3706 | Tyler@PDQOffer.com