City of Fayetteville, Arkansas

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

City Council Tentative Agenda

Tuesday, March 31, 2026

4:30 PM

City Hall Room 219

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. Webinar ID: 892 4561 7874
Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_eLk9qYfwRGeGsWIOXFcGtQ

Public Comment:

1. You may submit a public comment regarding an upcoming City Council agenda item using the below options:

1) You can email your comment to AgendaItemComment@fayetteville-ar.gov
2) You can attend the meeting in person and speak during the public comment period on the item.
3) You can attend the meeting via Zoom and raise your virtual hand during the public comment period on the item.

Call to Order

Roll Call

Pledge of Allegiance

Mayor' s Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items

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

2. 2026 Annual Housing Needs Assessment Report - Chief Housing Officer

A. Consent

A.1. Approval of the March 5, 2026 City Council Meeting Minutes

A.2. Approval of the March 17, 2026 City Council Meeting Minutes

A.3. Friends of YRCC Annual Program Donation:
A resolution to approve a budget amendment in the amount of $24,685.83 representing donation revenue from Friends of YRCC to fund the 2026 programs offered at the Yvonne Richardson Community Center. (2026-952)

A.4. Whiting Systems Inc. (Bid Waiver):
A resolution to waive competitive bidding and authorize the purchase of vehicle

wash chemicals from Whiting Systems Inc on an as-needed basis within the approved budget through September 30, 2028. (2026-444)

A.5. Contract with Southern Brothers Construction:
A resolution to award Bid 26-25 and approve a contract with Southern Brothers Construction, LLC in the amount of $180,977.00 for the installation of a fueling station at the Fayetteville Police Department, to approve a project contingency in the amount of $38,000.00, and to approve a budget amendment. (2026-874)

A.6. Walker Park SWEPCO Electrical Easement:
A resolution to authorize Mayor Rawn to convey an electrical easement to Southwestern Electric Power Company for the Walker Park Improvement Project. (2026-562)

A.7. Approval of Bid 26-21 - Construction for Lake Fayetteville Bridge and Nature Trail:
A resolution to award Bid 26-21 and approve a contract with Milestone Construction Company, LLC for the Lake Fayetteville Bridge and Nature Trail Project in the amount of $272,177.88, to approve a project contingency in the amount of $30,000.00. (2026-673)

A.8. Hawkins Weir Engineers Amendment 6 Sunbridge and College:
A resolution to approve Amendment No. 6 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in the amount of $123,300.00 for construction observation services associated with the project to alleviate flooding near the North College Avenue and East Sunbridge Drive Intersection. (2026-865)

A.9. 120 Water, Inc. (Amendment No. 2):
A resolution to approve Amendment No. 2 to the professional services agreement with 120 Water, Inc. in an amount not to exceed $84,500.00 for additional services related to water service line inventory compliance. (2026-994)

A.10. Bid 26-24 NEC, Inc. (Concrete Construction):
A resolution to award Bid 26-24 and approve the purchase of concrete construction from NEC, Inc. as a secondary supplier on an as needed basis within the approved budget. (2026-996)

A.11. McClelland Consulting Engineers, Inc. (Service Agreement):
A resolution to award RFQ #25-01, Selection 17, and authorize a Professional Engineering Services Agreement with McClelland Consulting Engineers, Inc. in an amount not to exceed $634,940.00 for services associated with utility relocations required by ARDOT, and to approve a budget amendment. (2026-997)

A.12. Amendment to Resolution 219-25 to Include Additional Benches for Bus Stops:
A resolution to waive competitive bidding and authorize the purchase of 10 additional bus stop benches in the amount of $9,025.00, plus any applicable sales taxes and shipping charges, from Brasco International. (2026-807)

A.13. Crafton Tull & ARDOT Agreement - MLK Pedestrian Improvements:
A resolution to award RFQ #26-01 and authorize a professional engineering services contract with Crafton, Tull & Associates, Inc. in the amount of $114,376.00 for the design of the Martin Luther King, Jr Boulevard Pedestrian Improvements Project, and to approve a master agreement addendum with the Arkansas Department of Transportation. (2026-822)

A.14. Traffic Calming Policy Update:
A resolution to approve a new Traffic Calming Policy. (2026-516)

B. Unfinished Business

B.1. Amend § 161.38 District CCR, Conservation, Cultural, and Recreation:
An ordinance to amend § 161.38 District CCR, Conservation, Cultural, and Recreation to prohibit detention and retention ponds on CCR zoned property. (2026-495)

At the March 17, 2026 City Council meeting, this ordinance was left on the first reading.

C. New Business

C.1. VAC 2025-0034 Northeast of S. Washington Ave & E. Martin Luther King Jr Blvd:
An ordinance to approve VAC-25-34 for property located northeast of South Washington Avenue and East Martin Luther King, Jr. Boulevard in Ward 1 to vacate 0.11 acres of utility easement. (2026-722)

C.2. RZN 2026-0004 South Hill Ave:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-04 for approximately 0.50 acres located at 957 South Hill Avenue in Ward 1 from RMF-24, Residential Multi-Family, 24 Units Per Acre to RI-U, Residential Intermediate-Urban. (2026-732)

C.3. Amend §114.02 of City Code to Update Regulations Governing Farmers' Market Operations:
An ordinance to expand the physical footprint of the Fayetteville Farmer's Market, allow additional market days and times, and authorize the sale of

alcoholic beverages by amending § 114.02 Farmer's Market of the Fayetteville Code. (2026-884)

C.4. Amend § 39.10 (C) and § 39.11 (C) of City Code for Damage Claims:
An ordinance to amend § 39.10 (C) and § 39.11 (C) to authorize the use of an experienced insurance adjustor to allow rare, exceptional, and substantially proven claims above $100,000.00 to be paid if approved by unanimous consent of the City Council and to declare an emergency. (2026-1016)

D. Proposed Agenda Additions

E. City Council Agenda Session Presentations

F. City Council Tour

G. Announcements

G.1. Fayetteville Youth Advisory Council Vacancies Advertisement:

The Office of the City Clerk Treasurer is currently accepting applications for Fayetteville Youth Advisory Council vacancies. Applications must be submitted by 4:30 p.m. on Friday, April 17, 2026.

G.2. Board, Committee & Commission Vacancies Advertisement:

The Office of the City Clerk Treasurer will be accepting applications for board, committee and commission vacancies starting Friday, April 3, 2026. Applications must be submitted by 5:00 p.m. on Friday, April 24, 2026.

H. Adjournment

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-952

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Lee Farmer, Recreation Superintendent

FROM: Joshua Lainfiesta, YRCC Director

SUBJECT: **FRIENDS OF YRCC ANNUAL PROGRAM DONATION**

RECOMMENDATION:
A resolution to recognize and allocate donation revenue in the amount of $24,685.83 from the Friends of YRCC to be used for the 2026 programs offered by the Yvonne Richardson Community Center, and to approve a budget amendment.

BACKGROUND:
Friends of YRCC is a non-profit focused on supporting the mission of the YRCC by raising funds for programming costs, which in turn, allows the YRCC to offer low cost opportunities to youth and families from Fayetteville. This donation will cover expenses for youth and teens to participate in summer camp, afterschool programming, holiday break programs, Kid Crops gardening, and youth sports. It also supports annual events such as Friendsgiving and Holiday Bingo.

DISCUSSION:
Friends of YRCC continues to offer funding support to YRCC programs, as well as community outreach, allowing for participation to take place despite financial barriers that exist among families of the Fayetteville community. Each semester, YRCC serves nearly 45 individuals K-6th in the YRCC Afterschool program. Additionally, YRCC serves 80 individuals each week for eight weeks in the Summer Fun 4 Kids Day Camp program.

BUDGET/STAFF IMPACT:
$24,685.83 for 2026 programs offered by the YRCC will be added to the 2026 budget.

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

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

File #: 2026-952

A RESOLUTION TO APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF $24,685.83 REPRESENTING DONATION REVENUE FROM FRIENDS OF YRCC TO FUND THE 2026 PROGRAMS OFFERED AT THE YVONNE RICHARDSON COMMUNITY CENTER

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 amendment, a copy of which is attached to this Resolution, in the amount of $24,685.83 recognizing donation revenue from Friends of YRCC to fund the 2026 programs offered at the Yvonne Richardson Community Center.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation to Friends of YRCC for the donation.

City of Fayetteville Staff Review Form

2026-952

Item ID

4/7/2026

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

Josh Lainfiesta	3/18/2026	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to recognize and allocate donation revenue in the amount of $24,685.83 from the Friends of YRCC to be used for the 2026 programs offered by the Yvonne Richardson Community Center, and approve a budget amendment.

Budget Impact:

1010.520.5280-5342.00	General
Account Number	Fund
33051.1001	Parks & Recreation Donations
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	11,916.00
		Expenses (Actual+Encum)	$	845.53
		Available Budget	$	**11,070.47**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Amendment attached?	Yes	Budget Amendment	$	24,686.00
		Remaining Budget	$	**35,756.47**

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Amendment/Adjustment (Agenda)

Budget Year	Division /Org2	BA Number
2026	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

A resolution to recognize and allocate donation revenue in the amount of $24,685.83 from the Friends of YRCC to be used for the 2026 programs offered by the Yvonne Richardson Community Center, and approve a budget amendment.

COUNCIL DATE: 4/7/2026

ITEM ID#: **2026-952**

Holly Black
3/18/2026 9:36 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202635

TOTAL	24,686	24,686				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.520.5280-5342.00	24,686	-	33051	1001	EX	Promotionals - Activities
1010.520.5280-4809.00	-	24,686	33051	1001	RE	Donations
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
	-	-				
	-	-				
	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-444

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Whiting Systems Inc. (Bid Waiver):**

RECOMMENDATION:
A resolution to waive competitive bidding and authorize the purchase of vehicle wash chemicals from Whiting Systems Inc. for the duration of the car and truck wash extended warranty through 09/30/2028 on an as-needed basis with any additional extended warranties provided in accordance to HGAC contract # FL10-24A.

BACKGROUND:
The City Council approved the purchase of Car Wash Chemicals from Whiting Systems Inc. in April of 2021 in Resolution 107-21.

DISCUSSION:
Whiting Systems, Inc. provided the City with written notification that not only will the warranty be affected by the use of another manufacturer's chemicals, but that they would extend the warranty for an additional two years, now totaling a 60-month warranty period. This request was approved with resolution 152-24 on June 4th, 2024. HGAC has since updated their contracts and Whiting systems has also chose to extend the Car and Truck wash warranties for the duration of the updated HGAC contract. Whiting systems have also chosen to exceed the chemical price list discount of 15% off the HGAC contract list price in favor of 20% off list price.

Fleet Operations recommends approval of the continued car and truck wash extended warranty and continuing to purchase in various quantities vehicle wash chemicals within our approved annual operating budget for the duration of the car wash warranty through September 30th, 2028.

BUDGET/STAFF IMPACT:
Funds for the acquisition of car wash chemicals have been budgeted in Fleets annual operating budget.

ATTACHMENTS: 3. Staff Review Form, 4. Update HGAC # Truck Wash-Extended Warranty_0526 thru 0528, 5. Contract - Whiting Systems, Inc, 6. Resolution 152-24 Truck Wash-Extended Warranty_051524 - Signed

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

File #: 2026-444

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF VEHICLE WASH CHEMICALS FROM WHITING SYSTEMS INC ON AN AS-NEEDED BASIS WITHIN THE APPROVED BUDGET THROUGH SEPTEMBER 30, 2028

WHEREAS, on April 6, 2021, City Council passed Resolution 107-21 approving the purchase of Car Wash Chemicals from Whiting Systems Inc.; and

WHEREAS, on June 4, 2024, City Council passed Resolution 152-24 approving the purchase of vehicle wash chemicals from Whiting Systems Inc on an as needed basis through May 15, 2026; and

WHEREAS, the Houston-Galveston Area Council (HGAC) has updated its contracts and Whiting Systems has chosen to extend the Car and Truck wash warranties for the duration of the updated HGAC contract and has increased the chemical price list discount from 15% off the HGAC contract list price to 20% off.

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 vehicle wash chemicals from Whiting Systems Inc. on an as-needed basis within the approved budget through September 30, 2028.

City of Fayetteville Staff Review Form

2026-444

Item ID

4/7/2026

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

Ross Jackson	2/24/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to waive competitive bidding and authorize the purchase of vehicle wash chemicals from Whiting Systems Inc. for the duration of the car and truck wash extended warranty through 09/30/2028 on an as-needed basis with any additional extended warranties provided in accordance to HGAC contract # FL10-24A.

Budget Impact:

9700.770.1910-5203.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	81,000.00
		Expenses (Actual+Encum)	$	35,415.78
		Available Budget	$	45,584.22
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	45,584.22

V20221130

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

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

Original Contract Number: _____

Comments:

Effective Dates	**5/1/2026 - 9/30/28**
Sales Rep	Kenny Boardman
Bill To	City of Fayetteville Attn: Sara Glenn 113 W Mountain St Fayetteville AR 72701
Ship To	City of Fayetteville 1525 S Happy Hollow Rd Fayetteville AR 72727

WHITING SYSTEMS, INC.
9000 HWY 5 N, Alexander AR 72002
www.whitingsystems.com
800-542-9031

EXTENDED WARRANTY

Providing the Best Overall Value: Cost – Quality – Time

HGAC contract FL10-24A

To Be Supplied By Whiting Systems:

- Offsite Diagnostics of the Truck Wash System at No Charge
- WSI Driver Delivery Checklist – light PM every time.
- Verification of proper equipment operation and recommended steps to maintain.
- Periodic preventative maintenance visits w/checklists at no charge.
- 20% Discount on WSI chemicals purchased for supporting automatic wash operations.
- 10% Discount on WSI Parts as needed outside of provisions of the agreement.
- 10% Discount on WSI Labor when needed outside of the provisions of this agreement
- No Charge for WSI programming for updates as fleet requirements change.
- Dedicated service phone support for technical, operational and repair requirements.
- Priority service scheduling, Troubleshooting: 7am-7pm
- Weekly maintenance checklist for site personnel use.
- Recommendations to maintain wash system operations as new.
- Dedicated Account Manager to provide point of contact and support.
- Regular contact to track usage and maintain acceptable level of cleaning solution on hand to provide uninterrupted equipment operation.
- Materials and cleaning solutions invoiced as replenished.

To Be Supplied By Customer:

- Client or their representative to provide one "Go To Person" for the weekly bay maintenance, minor troubleshooting and site assistance. Customer is responsible for spare parts kit. Weekly maintenance checklist to be provided by WSI.
- Only Whiting Systems detergents to be used in Wash Bay.
- All utilities and connections with open port and dedicated IP address for data communications.
- Electrical, Mechanical, Plumbing and heat required for ongoing equipment operation.
- Maintenance and pump out of in ground separator and reclaim tank as required.
- Salt for Water Softener as required.
- Routine periodic maintenance to system, assistance with troubleshooting.

Extended Warranty 5/1/26 through 9/30/28: This warranty covers all parts and labor for both the 3-brush and touchless gantry systems. Specifically, coverage includes the primary structural frame and all essential drive components, such as drive wheels, bearings, gearboxes, electric motors, and Lovejoy or drive couplers. Protection extends to the full brush assembly—including brush elements, tubes, hubs, bearings, and the top brush chain—as well as pneumatic systems, including air-operated cylinders, rods, solenoids, and manifolds. Furthermore, the policy encompasses all electronic components, energy chains, gantry festoon components, and the touchscreen (provided no water damage is present). Please note that this coverage strictly excludes damages resulting from misuse, negligence, operator error, or Acts of God, such as extreme weather or natural disasters.

Chemical Discount	20%
SmartWash Brilliance	$7.36 per gallon
SmartWash SmartBrite	$7.96 per gallon
SmartWash Dri Wax, 55 gallon drum	$260.00 per drum

Prices shown for chemical are current discounted rate.

**After the initial term expires, and a termination notice is not provided by either party in writing the agreement automatically renews in 12 month terms.*

Whiting Systems Inc Casey Craft (Feb 23, 2026 20:57:37 EST) _____ *Customer* _____

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Whiting Systems, Inc., hereinafter referred to as the Contractor, having its principal place of business at 9000 Highway 5 North, Alexander, AR 72002.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 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.

Pursuant to the Federal Rule above, Respondent 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 or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins May 01 2025 and ends Apr 30 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

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agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

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that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

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period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

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There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer

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period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 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 Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

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Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

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ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

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agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Whiting Systems, Inc.			**H-GAC**	
Signature	Signed by: Greg Jenkins D00A78704ADD4C3...		Signature	DocuSigned by: 82EC270D5D61423...
Name	Allison Albert Greg Jenkins	Greg Jenkins	Name	Chuck Wemple
Title	Exec Admin COO	COO	Title	Executive Director
Date	5/1/2025		Date	5/19/2025

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC, as follows. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to academic institutions, or the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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 CFR Part 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.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not 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. Each tier must also 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 CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

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Houston-Galveston Area Council

CLOSED

Fleet Services Equipment-A

Request For Proposal

Public Services - HGACBuy/Cooperative Purchasing Program

92800

Close Date: No Close Date No Retention Policy

Project ID: FL10-24A

Release Date: Wednesday, February 12, 2025

Due Date: Thursday, March 6, 2025 12:00pm

Posted Wednesday, February 12, 2025 5:00am

Bid Unsealed Thursday, March 6, 2025 12:17pm by Allison Cruz

Pricing Unsealed Thursday, March 6, 2025 12:17pm by Allison Cruz

All dates & times in Central Time

Viewing Phase 3 (current)

5. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

5.1. Categories

This solicitation is a supplement to the previously awarded contracts for FL10-24. Current FL10-24 contract holders do not need to submit a response to this solicitation.

This Solicitation is divided into separate product categories. Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current models and must be fully operational upon delivery to the Customer.

Categories are as follows:

A. ***Vehicle Lifts and Support Equipment – Heavy Duty****:* Mobile and stationary heavy duty hydraulic vehicle lift equipment, covering such configurations as 2 and 4-post lifts, scissor lifts, parallelogram lifts, and related equipment

B. ***Vehicle Lifts and Support Equipment – Smaller Shop Designs:*** Such as jacks, cranes, dollies, and associated smaller shop material handlers

C. ***Tire and Wheel Equipment:*** Tire changers, wheel balancers, brake lathes, alignment machines, and related equipment

D. ***Exhaust Extraction Equipment:*** Exhaust extraction equipment as is commonly associated with fire stations and fleet facilities and associated with emergency vehicles, and related equipment

E. ***Lubrication and Fluid Management Equipment:*** Automated and/or manual shop lubrication equipment (e.g. fuel, brake, transmission, power steering, coolant, and refrigerant fluid exchange equipment), and related equipment

F. ***Stationary Vehicle Wash Systems:*** At a minimum, these must be presented as complete manufacturer's catalogs, with pricing on all equipment and manufacturer options. Additionally, H-GAC strongly encourages pricing of complete application-specific solutions as well. Such priced packages must be priced to include all standard and necessary manufacturer wash equipment components for basic operation, such as standard operator controls, control valves, float switches rails, water and detergent pumps, brushes, et cetera (H-GAC Member may use this as-is or customize with Respondents' priced catalog options). Such base wash system package's pricing must be **exclusive** of additional site work, such as installation, demolition, additional plumbing, electrical work, et cetera, which Respondent **must price separately**. This category also accommodates stand-alone drying systems for standard to commercial sized vehicles.

G. ***GPS Fleet Tracking Solutions:*** Complete equipment list pricing must be included and listed on solicitation pricing worksheet. Additionally, complete solutions/packages must be priced, and include, in a turn-key presentation: (1) all hardware (including digital recorders and standard GPS in-vehicle transponder-sender unit, standard wiring, cabling, harnesses, et cetera, for a single vehicle base system application, and (2) where applicable, associated, required standard "home office" software and mobile applications (Application Service Provider (ASP)/Single-Instance, Single-Tenant Legacy application, Software-as-a-Service (SaaS), or similar). Any required activation, service / monitoring, and maintenance fees **must** be detailed as such and included in Response. Such mandatory fees (and optional ones as well) that are staggered (e.g. monthly) must be presented as annual figures (calculated as the extended 12-month total) to accommodate the H-GAC purchase order system. Options, such as multi-seat licenses, additional vehicle pricing (e.g. 2+, 5+, 10+ vehicles, et cetera) **must** be priced as well. In this regard, Respondent may include supplemental clarification / itemization as needed. Additionally, Respondent must include a separate quotation document detailing all the components, software, required fees / licensing that are included in each base unit packed solution system priced.

H. ***Vehicle Video Systems:*** Complete solutions / packages designed for recording video (and audio, where applicable) inside and/or external to vehicles (cars, buses, et cetera). Follow the general guidelines and level of detail as shown in subsection 5.1.G.

I. ***Miscellaneous Catalogs:*** Portable and stationary, cold and hot water pressure washers and shop recovery systems (gas, oil/diesel, electric, natural gas, and liquefied petroleum); part washers; air compressors (portable, stationary, piston, rotary screw, et cetera); hose reels and related; undercarriage cleaners; waste oil heaters; shop/garage equipment falling under similar designs/solutions as listed herein.

NOTE 1: *Response cannot include pricing on equipment represented in other H-GAC contracts. Such equipment will be disallowed on any contract award.*

NOTE 2: *Accounting / inventory and/or fleet type software is outside the scope of this solicitation. HGACBuy has as separate Office Management Software contract for such solutions.*

5.2. Manuals and Manufacturers' Specifications

A. Contractor must supply at the time of delivery, at least one complete owner's manual (the price of which must be included in Respondent's pricing) and any applicable operations and service documentation covering the completed products as delivered and accepted.

B. Respondent must supply technical specifications which clearly show all the standard features and capabilities of the equipment in the response listing. For more response-specific "packaged" system solutions (e.g. specific vehicle wash systems), detailed quote sheets **must** also be included.

Docusign Envelope ID: AFFBE154-017B-4AE7-A8E7-4F7E6086E939

5.3. Heavy Lifting Equipment

At the time of Response submittal, for all applicable lifts, the associated equipment manufacturers must be members of the Automotive Lift Institute (ALI). Respondent must present evidence of current ALI membership and which specific models are certified. Respondent must also include the status of any pending ALI-ETL model certification(s) and the anticipated approval date.

5.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Docusign Envelope ID: AFFBE154-017B-4AE7-A8E7-4F7E6086E939

Attachment-A
Whiting Systems, Inc.
Contract: FL10-24A
Fleet Services Equipment

Manufacturer	Products/Services	Catalog Description	HGACBuy Discount Off List Price
Whiting Systems, Inc.	Vehicle washing systems	"2025 Automatics Price List"; "2025 Manual Price List", and "2025 Chemicals Price List" documents H-GAC FL10-24A "Response Price List" document	15.00%

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

Resolution: 152-24

File Number: 2024-130

WHITING SYSTEMS INC. (BID WAIVER):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF VEHICLE WASH CHEMICALS FROM WHITING SYSTEMS INC. ON AN AS-NEEDED BASIS THROUGH MAY 15, 2026

WHEREAS, on April 6, 2021, the City Council approved Resolution 107-21 and authorized the purchase of Car Wash Chemicals from Whiting Systems Inc. because the use of the chemicals not made and sold by Whiting Systems Inc. would void the Fleet Division car wash warranty; and

WHEREAS, Whiting Systems, Inc. has agreed to extend the warranty for an additional two years and the Fleet Division will be required to purchase Whiting Systems products through May 15, 2026, to keep the warranty.

NOW, THEREFORE, 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 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 vehicle wash chemicals from Whiting Systems Inc. on an as-needed basis for the duration of the car and truck wash extended warranty through May 15, 2026.

PASSED and APPROVED on June 4, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville Staff Review Form

2024-130

Item ID

6/4/2024

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

Ross Jackson	5/16/2024	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND PURCHASE VEHICLE WASH CHEMICALS FROM THE SUPPLIER, WHITING SYSTEMS INC. FOR THE DURATION OF THE CAR AND TRUCK WASH EXTENDED WARRANTY THROUGH 05/15/2026 WITH ANY ADDITIONAL EXTENDED WARRANTIES PROVIDED.

Budget Impact:

9700.770.1910-5203.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	61,000.00
		Expenses (Actual+Encum)	$	40,436.92
		Available Budget	$	20,563.08
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	20,563.08

V20221130

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

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

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO
2024-130

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **WHITING SYSTEMS INC. (PURCHASE AGREEMENT):**

RECOMMENDATION:
A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND PURCHASE VEHICLE WASH CHEMICALS FROM THE SUPPLIER, WHITING SYSTEMS INC. FOR THE DURATION OF THE CAR AND TRUCK WASH EXTENDED WARRANTY THROUGH 05/15/2026 WITH ANY ADDITIONAL EXTENDED WARRANTIES PROVIDED.

BACKGROUND:
The City Council approved the purchase of Car Wash Chemicals from Whiting Systems Inc. in April of 2021 in Resolution 107-21. After going through the Houston - Galveston Area Council (HGAC), we were notified that the chemicals were unpublished items and could not be more than 25% of the base total price of the order. The use of the chemicals not made and sold by Whiting Systems, Inc. will void the warranty which began March 16, 2021 and will continue now through May 15, 2026.

DISCUSSION:
Whiting Systems, Inc. provided the City with written notification that not only will the warranty be affected by the use of another manufacturers chemicals, but that they would extend the warranty for an additional two years, now totaling a 60-month warranty period. Staff requests authority to purchase in various quantities vehicle wash chemicals within our approved annual operating budget for the duration of the car wash warranty through March 15, 2026.

BUDGET/STAFF IMPACT:
Funds for the acquisition of car wash chemicals have been budgeted in Fleets annual operating budget.

ATTACHMENTS: SRF (#3), City of Fayetteville Truck Wash-Extended Warranty (#4), Whiting-Systems (#5), Amendment 1-Whiting Systems, Inc (#6), Amendment 2 contract extension FL03-21-Whiting Systems, Inc (#7), Amendment 3 contract extension-Whiting Systems, Inc (#8), Ordinance 6458 (#9)

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

File #: 2024-130

WHITING SYSTEMS INC. (PURCHASE AGREEMENT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF VEHICLE WASH CHEMICALS FROM WHITING SYSTEMS INC. ON AN AS-NEEDED BASIS THROUGH MAY 15, 2026

WHEREAS, on April 6, 2021, the City Council approved Resolution 107-21 and authorized the purchase of Car Wash Chemicals from Whiting Systems Inc. because the use of the chemicals not made and sold by Whiting Systems Inc. would void the Fleet Division car wash warranty; and

WHEREAS, Whiting Systems, Inc. has agreed to extend the warranty for an additional two years and the Fleet Division will be required to purchase Whiting Systems products through May 15, 2026, to keep the warranty.

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 vehicle wash chemicals from Whiting Systems Inc. on an as-needed basis for the duration of the car and truck wash extended warranty through May 15, 2026.

Effective Date	5/15/2024
Sales Rep	Kenny Boardman
Bill To	City of Fayetteville Attn Sara Glenn 113 W Mountain St Fayetteville AR 72701
Ship To	City of Fayetteville 1525 S Happy Hollow Rd Fayetteville AR 72727

WHITING SYSTEMS, INC.
9000 HWY 5 N, Alexander AR 72002
www.whitingsystems.com
800-542-9031

EXTENDED WARRANTY

Providing the Best Overall Value: Cost – Quality – Time

HGAC contract FL03-21

To Be Supplied By Whiting Systems:

- Offsite Diagnostics of the Truck Wash System at No Charge
- WSI Driver Delivery Checklist – light PM every time.
- Verification of proper equipment operation and recommended steps to maintain.
- Periodic preventative maintenance visits w/checklists at no charge.
- 20% Discount on WSI chemicals purchased for supporting automatic wash operations.
- 10% Discount on WSI Parts as needed outside of provisions of the agreement
- 10% Discount on WSI Labor when needed outside of the provisions of this agreement
- No Charge for WSI programming for updates as fleet requirements change.
- Dedicated service phone support for technical, operational and repair requirements.
- Priority service scheduling, Troubleshooting: 7am-7pm
- Weekly maintenance checklist for site personnel use.
- Recommendations to maintain wash system operations as new.
- Dedicated Account Manager to provide point of contact and support.
- Regular contact to track usage and maintain acceptable level of cleaning solution on hand to provide uninterrupted equipment operation.
- Materials and cleaning solutions invoiced as replenished.

To Be Supplied By Customer:

- Client or their representative to provide one "Go To Person" for the weekly bay maintenance, minor troubleshooting and site assistance. Customer is responsible for spare parts kit. Weekly maintenance checklist to be provided by WSI.
- Only Whiting Systems detergents to be used in Wash Bay
- All utilities and connections with open port and dedicated IP address for data communications.
- Electrical, Mechanical, Plumbing and heat required for ongoing equipment operation.
- Maintenance and pump out of in ground separator and reclaim tank as required.
- Salt for Water Softener as required.
- Routine periodic maintenance to system, assistance with troubleshooting.

Product	Line Item Description
Extended Warranty - Parts and Labor for the automatic truck washing equipment.	**2 Years 5/15/24 to 5/15/26**
Chemical Discount	20%
SmartWash Brilliance	$7.16 per gallon
SmartWash SmartBrite	$7.96 per gallon
SmartWash Dri Wax, 55 gallon drum	$236.00 per drum

Prices shown for chemical are current discounted rate.

**After the initial term expires, and a termination notice is not provided by either party in writing the agreement automatically renews in 12 month terms*

Whiting Systems Inc _____ **Signature:** Greg Jenkins
Greg Jenkins (Jun 17, 2024 16:05 CDT)

Email: gjenkins@whitingsystems.com

Customer _____

DocuSign Envelope ID: 28FEA740-24BF-429C-A5D1-57C97B02090B

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Whiting Systems, Inc., hereinafter referred to as the Contractor, having its principal place of business at 9000 Highway 5 North, Alexander, AR 72002.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 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.

Pursuant to the Federal Rule above, Respondent 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 or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Mar 01 2021 and ends Feb 28 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims. Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex: (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.). (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Whiting Systems, Inc. - Public Services - ID: 6312

Whiting Systems, Inc.

Signature DocuSigned by: Russ Whiting 1D2F8161EB6D460

Name Russ Whiting

Title President

Date 3/2/2021

H-GAC

Signature DocuSigned by: 82EC2A0D5D3423

Name Chuck Wemple

Title Executive Director

Date 3/2/2021

DocuSign Envelope ID: 28FEA740-24BF-429C-A5D1-57C97B02090B

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor 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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,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 CFR Part 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.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not 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. Each tier must also 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

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

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

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

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Attachment A
Whiting Systems, Inc.
Fleet Services Equipment
Contract No. FL03-21

Applicable items are the catalogs listed in the table below, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Specific System / Solution Price
F: Vehicle Wash Systems			
FL21F25	Whiting Systems	SmartWash Supra Wash System: Automatic three-brush roll-over type system (traveling gantry over standing vehicle on surface mounted tracks); selectable programs: front, roof, rear and sides; applications: cars, trucks, buses, tractor-trailers, trucks up to 13'6"; two side brushes, one top brush, and eleven rotating motor driven spinners; pre-soak, final rinse arch; photo eye activation/de-activation	$195,591
FL21F26	Whiting Systems	SmartWash Storm Wash System: Automatic touch-free roll-over blaster system; applications: standard and irregular shaped cars and trucks up to 13'6"; side and top mounted high pressure nozzles; floor mounted gantry tracks	$146,704
FL21F27	Whiting Systems	Sprite Drive-Thru Fleet Washer System: Two-step system (wash step, rinse step): fully automatic, with manual override; front, side, and rear washing; applications: heavy duty cleaning on large trucks and trailers and similarly dimensioned equipment up to 13'6"; infrared fiber optic beams, starters, and overloads	$122,639
FL21F28	Whiting Systems	Sprite Drive-Thru Fleet Washer System: Single-step system (single wash-rinse design): fully automatic, with manual override; front, side, and rear washing, applications: heavy duty cleaning on large trucks and trailers and similarly dimensioned equipment up to 13'6"; infrared fiber optic beams, starters, and overloads	$106,111

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FL21F29	Whiting Systems	SmartWash Super Scout System: Fully automatic three-brush roll-over type system (traveling gantry over standing vehicle on surface mounted tracks); selectable programs: front, roof, rear and both sides; applications: cars and small trucks, buses, tractor-trailers, large trucks up to 13'6"; two side brushes, one top brush; pre-soak, final rinse arch; photo eye activation/de-activation	$167,615
FL21F30	Whiting Systems	SmartWash Scout System: All-electric 3-brush roll-over system applications: standard size cars and light trucks, including buses, and larger trucks up to 12'; floor mounted tracks; two step wash-rinse design	$105,667

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AMENDMENT No. 1 to CONTRACT No. FL03-21
For
Fleet Services Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Whiting Systems, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Clarifies Articles 26, 27, and 28 in Special Provisions of the above referenced Agreement (# 6312) should read as follows:

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS
As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders 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 CFR Part 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.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE
For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT
Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not 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. Each tier must also 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative

Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 12/7/2021

Signed for: **Whiting Systems, Inc.**

DocuSigned by:
Russ Whiting
1D2F8161EB6D460...

Printed Name & Title: Russ Whiting President

Date: 11/30/2021

DocuSign Envelope ID: BEE0FCFD-140C-4271-8F7F-5D5E4FFACF09

AMENDMENT No. 2 to CONTRACT No. FL03-21
For
Fleet Services Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Whiting Systems, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through February 28, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 2/22/2023

Signed for: **Whiting Systems, Inc.**

DocuSigned by:
Russ Whiting
1D2F8161EB6D460...

Printed Name & Title: Russ Whiting President

Date: 2/22/2023

DocuSign Envelope ID: 07364C1F-A18C-4475-9277-B57D2F97F5AF

AMENDMENT No. 3 to CONTRACT No. FL03-21
For
Fleet Services Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Whiting Systems, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through February 28, 2025 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270115D61423...
Chuck Wemple, Executive Director

Date: 2/14/2024

Signed for: **Whiting Systems, Inc.**

DocuSigned by:
Russ Whiting
1D2F8161EB6D460...

Printed Name & Title: Russ Whiting President

Date: 2/13/2024

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

Ordinance: 6458

File Number: 2021-0502

WHITING SYSTEMS, INC. :

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF CAR WASH CHEMICALS FROM THE SUPPLIER WHITING SYSTEMS, INC. IN VARIOUS QUANTITIES THROUGH MARCH 16, 2024

WHEREAS, on May 7, 2019, the City Council passed Resolution 115-19 to approve a Contract with Whiting Systems, Inc. to supply and install the equipment for the Fleet Wash Facility; and

WHEREAS, on April 6, 2021, the City Council passed Resolution 107-21 authorizing the purchase of car wash chemicals from Whiting Systems, Inc., pursuant to a Houston - Galveston Area Council (HGAC) cooperative purchasing contract, but the City was later notified that the chemicals were unpublished items and could not be more than 25% of the base total price of the order; and

WHEREAS, Whiting Systems, Inc. provided the City with written notification that the use of another manufacturer's chemicals could void the fleet wash facility warranty and offered to extend the warranty for an additional two years, through March 16, 2024, if the City purchases and uses Whiting Systems chemicals.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves the purchase of car wash chemicals from Whiting Systems, Inc. in various quantities through March 16, 2024.

PASSED and APPROVED on 7/20/2021

Approved:

Lionel Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0502

Agenda Date: 7/20/2021 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C.1

WHITING SYSTEMS, INC. :

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF CAR WASH CHEMICALS FROM THE SUPPLIER WHITING SYSTEMS, INC. IN VARIOUS QUANTITIES THROUGH MARCH 16, 2024

WHEREAS, on May 7, 2019, the City Council passed Resolution 115-19 to approve a Contract with Whiting Systems, Inc. to supply and install the equipment for the Fleet Wash Facility; and

WHEREAS, on April 6, 2021, the City Council passed Resolution 107-21 authorizing the purchase of car wash chemicals from Whiting Systems, Inc., pursuant to a Houston - Galveston Area Council (HGAC) cooperative purchasing contract, but the City was later notified that the chemicals were unpublished items and could not be more than 25% of the base total price of the order; and

WHEREAS, Whiting Systems, Inc. provided the City with written notification that the use of another manufacturer's chemicals could void the fleet wash facility warranty and offered to extend the warranty for an additional two years, through March 16, 2024, if the City purchases and uses Whiting Systems chemicals.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves the purchase of car wash chemicals from Whiting Systems, Inc. in various quantities through March 16, 2024.

City of Fayetteville Staff Review Form

2021-0502

Legistar File ID

7/20/2021

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

Sara Glenn	6/30/2021	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

An ordinance to authorize the purchase of a car wash chemicals from the Supplier, Whiting Systems, Inc. for the duration of the warranty.

Budget Impact:

9700.770.1910-5203.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	79,281.00
		Funds Obligated	$	33,063.62
		Current Balance	$	**46,217.38**
Does item have a cost?	Yes	Item Cost	$	38,000.00
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**8,217.38**

V20210527

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

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

Original Contract Number: _____

Comments: The Item Cost listed above has been estimated with the assistance from the manufacturer. In future years, with a record of actual usage this will be more accurate.

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JULY 20, 2021

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Sara Glenn, Fleet Operations Superintendent

DATE: June 30, 2021

SUBJECT: Bid Waiver for car wash chemicals

RECOMMENDATION:
An ordinance to authorize the purchase of a car wash chemicals from the supplier, Whiting Systems, Inc. for the duration of the warranty.

BACKGROUND:
The City Council approved the purchase of Car Wash Chemicals from Whiting Systems Inc. in April of 2021 in Resolution 107-21. After going through the Houston – Galveston Area Council (HGAC), we were notified that the chemicals were unpublished items and could not be more than 25% of the base total price of the order. The use of the chemicals not made and sold by Whiting Systems, Inc. will void the warranty which began March 16, 2021.

DISCUSSION:
Whiting Systems, Inc. provided the City with written notification that not only will the warranty be affected by the use of another manufacturers chemicals, but that they would extend the warranty for an additional two years, for a 36-month total warranty period. Staff requests authority to purchase in various quantities within budgeted amounts for the duration of the warranty through March 16, 2024.

BUDGET/STAFF IMPACT:
For the first year, the amount of chemicals that will be needed and used have been estimated with the manufacturer's assistance. In Fleet's overall budget we estimate that the savings of the monthly expense of the outside car wash, the ample repair cost and water inefficiencies of the truck wash will largely make up the cost of these chemicals.

Attachments:
Whiting Systems Warranty Letter

Whiting Systems, Inc.

9000 Highway 5 North
Alexander, AR 72002
501-847-9031

June 22, 2021

Les McGaugh
Support Manager
Fleet Services
1525 S. Happy Hollow Rd.
City of Fayetteville, Arkansas 72701

Dear Les:

We are writing to provide you information concerning your wash system warranty and the use of Whiting approved products in the systems.

The wash system comes with a standard 12-month factory warranty. The warranty start date for your system began March 16, 2021.

Factory warranty may be affected when unapproved products are used through the wash system. This includes but not limited to, lubricants, cleaning detergents, etc.

Whiting Systems provides an extended 36-month factory warranty for your wash system when Whiting Systems cleaning detergents are exclusively used through the wash system.

Whiting Systems manufactures its own line of cleaning detergents. The WSI chemistry department formulates proprietary cleaners specifically designed for our wash application. WSI products achieve maximum results without the use of harsh or damaging materials through your system.

Whiting Systems has 45 years of experience providing wash programs focused on wash time, wash cost, and wash quality.

We are excited about the opportunity to serve your wash needs, especially with WSI being an Arkansas company. Please let us know if you need further information concerning your wash system.

Best Regards,

Greg Jenkins
Senior Vice President

152-24 RESOLUTION_City of Fayetteville Truck Wash-Extended Warranty_051524

Final Audit Report 2024-06-17

Created:	2024-06-17
By:	Allison Albert (aalbert@whitingsystems.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxZk8lHRbRHMufVuoyxeoftZp3hk45ZLy

"152-24 RESOLUTION_City of Fayetteville Truck Wash-Extended Warranty_051524" History

Document created by Allison Albert (aalbert@whitingsystems.com)
2024-06-17 - 6:29:30 PM GMT- IP address: 12.28.46.83

Document emailed to Greg Jenkins (gjenkins@whitingsystems.com) for signature
2024-06-17 - 6:29:52 PM GMT

Email viewed by Greg Jenkins (gjenkins@whitingsystems.com)
2024-06-17 - 9:02:49 PM GMT- IP address: 12.28.46.83

Document e-signed by Greg Jenkins (gjenkins@whitingsystems.com)
Signature Date: 2024-06-17 - 9:05:10 PM GMT - Time Source: server- IP address: 12.28.46.83

Agreement completed.
2024-06-17 - 9:05:10 PM GMT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-874

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Chris Brown, Public Works Director
Byron Humphry, Director of Park Operations and Facilities

FROM: Quin Thompson, Facilities & Bldg Maint Manager

SUBJECT: **Resolution to award Bid 26-25 and authorize a contract with Southern Brothers Construction, LLC for installation of a fueling station at the Fayetteville Police Department; approval of a project contingency; and approval of a budget amendment.**

RECOMMENDATION:
Staff recommends approval of a resolution to award Bid 26-25 and authorize a contract with Southern Brothers Construction, LLC in the amount of $180,977.00 for the installation of a fueling station at the Fayetteville Police Department; approval of a contract contingency of $38,000.00; and approval of a budget amendment.

BACKGROUND:
The original design for the Fayetteville Police Department (FPD) headquarters included an on-site fueling station to support continuous operations and reduce long-term fueling costs. Inflation-related cost increases during construction led to the station being removed from the project. Since opening the new facility in May of 2023, the FPD has relied on off-site commercial and city-owned fueling stations, which present on-going operational, logistical, and fiscal limitations.

Off-site fueling reduces patrol efficiency. Officers must pause service to access commercial fueling stations, often during shift changes or peak demand periods. These refueling stops extend downtime, reduce street presence, and delay availability for calls and response times. Additionally, commercial fueling limits the department' s ability to monitor usage and increase long-term costs through higher per-gallon prices and transaction fees.

This proposal funds a secure, department-controlled fueling station that enhances daily operations, improves fleet management, and reduces recurring costs. Specific benefits include:

- Cost Efficiency: Bulk fuel purchasing reduces per-gallon rates and eliminates transaction fees from retail vendors.
- Response Time: On-site fueling minimizes time off-patrol and ensures faster vehicle turnover during shift transitions and emergencies.
- Fleet Oversight: Centralized fueling allows for detailed usage tracking by vehicle and officer, helping flag inefficiencies and vehicle maintenance needs.
- Operational Security: Vehicles refuel within a secure facility, reducing exposure of police equipment

and increasing officer safety.

DISCUSSION:
The project was advertised and bid through the Procurement Division. Five bids were received, with Southern Brothers Construction, LLC being the low bid.

BUDGET/STAFF IMPACT:
This project will be funded through Police Impact Fees.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Bid 26-25 Contract, 6. Appendix A - Bid Tabulation, 7. Appendix B - City Issued Bid, 8. Appendix C - Southern Brothers Bid Submittal

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

File #: 2026-874

A RESOLUTION TO AWARD BID 26-25 AND APPROVE A CONTRACT WITH SOUTHERN BROTHERS CONSTRUCTION, LLC IN THE AMOUNT OF $180,977.00 FOR THE INSTALLATION OF A FUELING STATION AT THE FAYETTEVILLE POLICE DEPARTMENT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $38,000.00, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, the original design for the Fayetteville Police Department headquarters included an on-site fueling station to support continuous operations and reduce long-term fueling costs but it was removed because of inflation-related cost increases during construction; and

WHEREAS, since opening the new facility in May of 2023, the FPD has relied on off-site commercial and city-owned fueling stations, which present on going operational, logistical, and fiscal limitations; and

WHEREAS, off-site fueling reduces patrol efficiency and limits the department's ability to monitor usage and increases long-term costs through higher per-gallon prices and transaction fees; and

WHEREAS, installing a fueling station will enhance daily operations, improve fleet management, and reduce recurring costs.

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 Bid 26-25 and authorizes a contract with Southern Brothers Construction, LLC in the amount of $180,977.00 for the installation of a fueling station at the Fayetteville Police Department, and further authorizes a project contingency in the amount of $38,000.00.

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

City of Fayetteville Staff Review Form

2026-874

Item ID

4/7/2026

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

QUIN THOMPSON	3/17/2026	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution to award Bid 26-25 and authorize a contract with Southern Brothers Construction, LLC in the amount of $180,977.00 for the installation of a fueling station at the Fayetteville Police Department, approval of a contract contingency of $38,000.00, and approval of a budget amendment.

Budget Impact:

2300.200.9300-5804.00	Impact Fees
Account Number	Fund
07001.2501	Police Impact Fee Impr, Police Fueling Station
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	218,154.00
		Expenses (Actual+Encum)	$	214,905.15
		Available Budget	$	3,248.85
Does item have a direct cost?	Yes	Item Cost	$	218,977.00
Is a Budget Amendment attached?	Yes	Budget Amendment	$	218,977.00
		Remaining Budget	$	3,248.85

Purchase Order Number:

Previous Ordinance or Resolution # 298-25

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Amendment/Adjustment (Agenda)

Budget Year	Division /Org2	BA Number
2026	FACILITIES MANAGEMENT (140)	
	Requestor: Quin Thompson	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

Staff recommends approval of a resolution to award Bid 26-25 and authorize a contract with Southern Brothers Construction, LLC in the amount of $180,977.00 for the installation of a fueling station at the Fayetteville Police Department, approval of a contract contingency of $38,000.00, and approval of a budget amendment.

COUNCIL DATE: 4/7/2026

ITEM ID#: **2026-874**

Holly Black
3/17/2026 4:27 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202635

TOTAL	218,977	218,977				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2300.200.9300-5804.00	180,977	-	07001	2501	EX	Building Costs
2300.200.9300-5911.99	38,000	-	07001	2501	EX	Contingency - Capital Project
2300.200.9300-4999.99	-	218,977			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
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	-	-				

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
	-	-				
	-	-				
	-	-				
	-	-				

THIS AGREEMENT is made this _____ day of _____, 2026, 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 3594
        ii. **Southern Brothers'** Arkansas Contractor License No. 0369280327
        iii. **Southern Brothers'** Secretary of State Filing No. 811143594

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 26-25, Construction – FPD Fueling Station 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: 113 W. Mountain Street, Fayetteville, AR 72701

   b. Contractor: Southern Brothers Construction, LLC, 2156 E. Emma Avenue, Springdale, AR 72764

4. **General Conditions:**

   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 or engineer 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.

c. If the City deems any subcontractor or subcontractor's work as unacceptable, the Contractor shall solicit a different subcontractor (with City's approval) to perform the work assigned.

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 26-25** as stated in **Southern Brothers'** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 26-25**, 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 **$180,977.00** 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 Procurement 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 100 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 120 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 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 $500.00 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 coping 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. **Digital Accessibility Requirements:** If applicable, Contractor shall provide accessibility conformance reports (ACRs) for any software provided by the Contractor that will be accessible by the public upon delivery, whether developed by the Contractor or a third-party. Visit the link for more information: https://www.fayetteville-ar.gov/DocumentCenter/View/39767/Web-Accessibility-Requirements-for-Vendors -and-Technology-Addendum

    a. Contractor must address all accessibility issues in any software provided or licensed by the Contractor and delivered to the City, as well as any documents delivered by the Contractor.

    b. Contractor must ensure that end user deliverables adhere to the WCAG 2.1 AA standard as defined by title II of the Americans with Disabilities Act.

        i. Deliverables are defined as any web platform or mobile application, or documents that may be hosted on a web or mobile platform. This includes documents, spreadsheets or presentations regardless of format (Microsoft Office products, PDF, etc.).

    c. Contractor must ensure accessibility is addressed during all stages of a project, from commencement to implementation. Contractor must meet with City staff at the City's discretion to review accessibility issues.

    d. If Contractor deliverables fail to comply with WCAG 2.1 Level AA standard, the Contractor shall provide the City with a credit to cover the cost of additional accessibility testing and resolution. Such credits shall not exceed 5% of either (1) the total fixed price due to the Contractor under the contract or (2) the total not-to-exceed amount of the contract if entered under a time and materials basis.

22. **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 **Southern Brothers**, 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 **Southern Brothers**) 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 **Southern Brothers** 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 Sub-subcontractors. 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 **Southern Brothers'** Commercial General Liability Insurance, **Southern Brothers** 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 **Southern Brothers**, 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.

23. **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**.

24. **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 Park Planning Superintendent is the project representative with respect to the services to be performed under this Agreement. The Park Planning Superintendent 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.

25. **Cost Opinions and Projections:** Cost opinions and projections prepared by **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 professional contractor.

26. **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.

27. **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.

28. 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.

29. **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.

30. **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.

31. **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, **Southern Brothers** shall be notified in a timely manner.

32. **Indemnification:** The CITY requires **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.**

33. **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.

34. **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.

35. **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.

d. **Southern Brothers** shall provide weekly updates to appropriate City staff, identified by the City, throughout the duration of the project following the Notice to Proceed. Each update shall include all reports, photographs, schedules, and any other documentation as may be requested or specified by the City. **Southern Brothers** shall submit such updates in the format and manner directed by the City and within the deadlines established by City staff.

36. 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.

37. 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.

38. 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 CONSTRUCTION, LLC** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Molly A. Rawn, Mayor

ATTEST:

By:_____
Kara Paxton, City Clerk - Treasurer

Date Signed: _____

SOUTHERN BROTHERS CONSTRUCTION, LLC

By: _____
Justin Reeves, Chief Operating Officer

Date Signed: 3-13-26

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-25, Construction - FPD Fueling Station

Deadline: Thursday, March 5, 2026 at 2:00 PM

Certification of Funds: $700,000 *($875,000 maximum allowed)*

				Southern Brothers Construction		EWI, Inc.		Hutton Design Build		The Delventhal TG, LLC		Caddell Construction CO. (DE), LLC	
		Total		$180,977.00		$233,447.00		$237,527.00		$287,000.00		$423,024.00	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Mobilization	1	LS	$5,429.31	$5,429.31	$5,000.00	$5,000.00	**$2,500.00**	$2,500.00	$14,000.00	$14,000.00	$19,145.00	$19,145.00
2	Bonds and Insurance	1	LS	$9,048.85	$9,048.85	$6,950.00	$6,950.00	**$2,375.00**	$2,375.00	$8,000.00	$8,000.00	$31,529.00	$31,529.00
3	Trench and Excavation Safety	1	LS	$5,000.00	$5,000.00	**$500.00**	$500.00	$1,200.00	$1,200.00	$5,000.00	$5,000.00	$8,540.00	$8,540.00
4	Construction of FPD Fueling Station	1	LS	**$161,498.84**	$161,498.84	$220,997.00	$220,997.00	$231,452.00	$231,452.00	$260,000.00	$260,000.00	$363,810.00	$363,810.00

* 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

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

INVITATION TO BID

Bid 26-25, Construction – FPD Fueling Station

DEADLINE: Thursday, March 05, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Tuesday, February 17, 2026 at 2:00 PM
CONTACT: Sr. Procurement Agent, Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 02/08/2026 & 02/15/2026

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 Procurement 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 Procurement Division only.

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

FILE #01: PROJECT MANUAL – **84 Total Pages**
FILE #02: PLANS – **11 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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CITY OF FAYETTEVILLE ARKANSAS

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 Procurement 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 Procurement 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 Requested:

- 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

Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 26-25, Construction – FPD Fueling Station

The City of Fayetteville is accepting sealed bids from properly licensed contractors to construct a fueling station located at the Fayetteville Police Department. 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, February 17, 2026, at 2:00 PM local time. 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, March 05, 2026, 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 Contractors License prior to the bid deadline and a registration in good standing with the Arkansas Secretary of State prior to the bid 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: 02.08.26 & 02.15.26
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $401.92

CITY OF FAYETTEVILLE ARKANSAS

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SECTION 01
INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

1.1. Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.2 Bidder – One who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.

1.3 Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.4 Successful Bidder – The lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

1.5 Local Time – Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

1.6 Substitution – Item(s) of material, equipment, or substrate that differs in application method, material, warranty, and/or performance as outlined in the specifications. Substitution requests shall be submitted to the Purchasing Division by bid question deadline. Substitution requests will be addressed via addendum.

1.7 Equivalent (or Equal) – Item(s) of material, equipment, or substrate that meets the application method, material, and performance but may differ in manufacturer and/or warranty from what is specified. Item(s) meeting these criteria shall be considered equal at time of bid.

a. Named manufacturers within the specifications shall be used as a basis of design in regard to establishing a minimum performance standard.

PART TWO - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City of Fayetteville and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.1 Bidders are advised that the Drawings and Specifications shall constitute all the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications, and estimates, or be binding on City of Fayetteville.

a. Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.

3.3 Bidders shall 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.

3.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Project Manager by City of Fayetteville's of such underground facilities or others, and City of Fayetteville and Project Manager do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.

3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.

3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3.8 Mobilization shall not exceed 5% of bid total. This price shall NOT include bonds and insurance and trench and excavation safety, if applicable.

3.9 Any dumpsters needed for this project shall be procured from Fayetteville Recycling & Trash. No third party dumpsters shall be used.

3.10 Open burning and blasting are not allowed on City projects.

3.11 Contractor is responsible for obtaining all applicable permits; however, fees for City-issued permits shall be waived.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

4.1 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 City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Project Manager not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum through the City's online bidding portal. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Project Manager.

5.4 Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

6.1 Estimated quantities are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - UNIT PRICES

7.1 Bidders must state a price for each item of work named in the Bid. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all the work as called for in the Specifications or indicated on the Drawings.

7.2 Prices bid shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.

7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

8.1 Bids are due as indicated in the Advertisement for Bids.

8.2 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.

8.3 Acceptance of alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form (if applicable). The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.

8.4 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

8.5 All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax-exempt entity.

PART NINE - SIGNATURE ON BIDS

9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

9.2 All names must be typed or printed in black ink below the signature.

9.3 The address and telephone number for communications regarding the Bid must be shown.

9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.

9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

9.6 Bidder shall possess an active State of Arkansas Contractor’s License prior to the bid deadline and a registration in good standing with the Arkansas Secretary of State prior to the contract award.

9.7 Bidder shall not be debarred from doing business with any government entity.

PART TEN - BID BOND

10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier’s check from a bank located in the State of Arkansas, as stated in the Advertisement for Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Bid Bond must be signed by both the bidder and the surety company to be considered valid. An invalid Bid Bond shall be grounds for bid rejection. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES

a. After contract award, the Contractor will provide the City with separate 100% performance and payment bonds, as required in the contract.

b. Upon the City receiving and accepting the 100% Performance and Payment Bonds, the City will issue a Purchase Order along with a Notice of Award (NOA).

c. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time. The Notice of Award shall not extend longer than 120 days.

d. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

e. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.

f. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.

11.3 If Required -- Contractor shall include provisions in the bonds which will guarantee the faithful performance of the prevailing hourly wage clause as required by the Arkansas Prevailing Wage Law, Arkansas Code Annotated § 22-9-308(d).

11.4 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

11.5 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

11.6 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.

11.7 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached. The performance and payment bond shall be furnished to the City of Fayetteville accompanied by a receipt stamped by the Washington County Circuit Clerk's Office. Before any work is performed under this contract, the bond shall be filed with the clerk of the circuit court of Washington County, Arkansas and accepted by the City of Fayetteville Project Manager.

11.8 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE – INSURANCE REQUIREMENTS

12.1 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 Worker's 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 completion.

12.2 This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

PART THIRTEEN - CONTRACT TIME

13.1 Bidder agrees that the Work shall be substantially completed within __**100**__ consecutive calendar days from the date established in the written notice to proceed. Total completion (completed and ready for final payment) shall be __**120**__ consecutive calendar days from the date established in the written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

13.2 Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without City of Fayetteville's written consent.

PART FOURTEEN - LIQUIDATED DAMAGES

14.1 Bidder 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 __**$500.00**__ for each consecutive day thereafter will be assessed.

PART FIFTEEN – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

15.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART SIXTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

16.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase and are used as a basis of design in regard to establishing a minimum performance standard. Brands or manufacturers that are included in a bid that are of at least equal quality, size, and specification as to what has been specified, will be acceptable for consideration. All requests for approved substitutions shall be submitted by e-mail. Such request to obtain an acceptable substitution shall be made in writing to Kenny Fitch, Sr. Purchasing Agent, at kfitch@fayetteville-ar.gov. The Sr. Purchasing Agent will forward any such requests to the responsible City Department for review. Approval of all submittals will be made only by Addendum issued by the City of Fayetteville Purchasing Division.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Project Manager's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

17.2 CERTIFICATION OF FUNDS:

Notice: bidders are required to provide pricing for all line items. Failure to provide deductive alternate pricing can result in bid rejection. The City intends to award this contract to the lowest qualified responsive responsible bidder based on the lump sum bid as long as such bid falls within the amount of funds certified for the project, plus 25%.

a. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order until bids can be compared within the amount certified, plus 25%. In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected.

b. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five present (25%) of the certification of funds.

17.3 DEDUCTIVE ALTERNATES:
This does not include any deductive alternates.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.

18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.

18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.

18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. A bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - EVALUATION OF BIDS

20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.

20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.

20.3 City of Fayetteville 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 must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.

21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

23.1 The City of Fayetteville shall make progress payments within two (2) weeks after Architect/Engineer's Certification of Payment. All such payments will be measured by the schedule of values established as provided in the General Requirements.

a. 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/Architect shall determine, or The City of Fayetteville may withhold, in accordance with the General Requirements.

b. Retainage will be with-held from each pay request in the amount of 5%. After Substantial Completion has been issued by the Architect, Payments can be made for 100% less the value of remaining punch list items as identified by the Architect on the Certificate of Substantial Completion.

c. 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 Requirements.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within five (5) days thereafter, the Contractor shall execute the contract and return to the City to submit to City Council for approval. Within 21 days, the City of Fayetteville shall return the fully executed contract to Contractor. Contractor will have five (5) days to provide the Performance and Payment Bonds for the project.

PART TWENTY-FIVE - MATERIALS GUARANTEE

25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - INDEMNIFICATION

27.1 To the extent of the limits of the Contractor's Commercial General Liability Insurance, the Contractor shall indemnify and hold harmless the City of Fayetteville 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 the 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 the 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.

PART TWENTY-EIGHT - MISCELLANEOUS

28.1 Bidder shall 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.

28.2 The awarded contractor shall 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.

28.3 Contractor shall provide weekly updates to appropriate City staff, identified by the City, throughout the duration of the project following the Notice to Proceed. Each update shall include all reports, photographs, schedules, and any other documentation as may be requested or specified by the City. The Contractor shall submit such updates in the format and manner directed by the City and within the deadlines established by City staff.

END OF SECTION 01 – INSTRUCTIONS TO BIDDERS

SECTION 02
BID FORM

Bid Number: 26-25, Construction – FPD Fueling Station

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 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:

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

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

C. 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 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.

E. 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.

F. Bidder has given 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 Purchasing Division is acceptable to Bidder.

G. 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.

H. 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.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $_____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 – CONTRACT TIMES

4.01 Bidder 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 $__500.00__ for each consecutive calendar day thereafter will be assessed.

4.02 Determination of Contract Time

A. General

The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract and will be known as the "Contract Time". The contract time will be specified as calendar days.

The Contractor shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

The Park Planning Superintendent will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the Contractor shall complete this work in a timely manner or the Park Planning will resume time charges.

B. Calendar Day

Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events, on a monthly basis, are:

Month	Days
January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

4.03 No changes in contract times will be allowed for any reason without a request in writing from the contractor. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the contractor's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted to the Park Planning Superintendent every week on Friday to be considered. No compensation will be made for monetary damages due to weather delay(s).

ARTICLE 5 – TERMINOLOGY

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

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: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A PARTNERSHIP

Partnership Name: _____(SEAL)

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

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A CORPORATION

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: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

END OF SECTION 02 – BID FORM

SECTION 03
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:

BID 26-25, CONSTRUCTION – FPD FUELING STATION

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition	_____	_____
	_____	_____
Mechanical	_____	_____
	_____	_____
Plumbing	_____	_____
	_____	_____
Electrical	_____	_____
	_____	_____
Roofing/Sheet Metal	_____	_____
	_____	_____
Other (designate)	_____	_____
	_____	_____

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

_____
Bidder's Signature

SECTION 04
CONTRACTOR REFERENCES

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

SECTION 05
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:

BID **26-25, CONSTRUCTION – FPD FUELING STATION**

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:
BID 26-25, CONSTRUCTION – FPD FUELING STATION

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 SECTION 05

SECTION 06
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 **BID 26-25, CONSTRUCTION – FPD FUELING STATION** 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

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination

by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

SURETY COUNTERSIGNED: Resident Agent

State of Arkansas

_____ _____

By _____ By _____

_____ _____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

SECTION 07
LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with the 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 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 **BID 26-25, CONSTRUCTION – FPD FUELING STATION** 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 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.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-25, CONSTRUCTION – FPD FUELING STATION

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR

(CORPORATE SEAL)

_____

By _____

_____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

_____

_____

By _____

By _____

_____

_____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

Technical Specifications

Bid 26-25, Construction –

FPD Fueling Station

City of Fayetteville, Arkansas

PART 1 – GENERAL

1.1 RELATED SECTIONS

A. Division 01 - General Requirements
    1. Section 01 74 19 - Construction Waste Management and Disposal
    2. Section 01 35 29 - Health and Safety Procedures
B. Division 02 - Existing Conditions
    1. Section 02 41 00 - Demolition and Structure Moving
C. Division 31 – Earthwork
    1. Section 31 23 00 - Excavation and Fill
D. Division 33 – Utilities
    1. Section 33 05 00 - Common Work Results for Utilities
    2. Section 33 11 00 - Water Utility Distribution Piping
E. Division 02 82 00 - Asbestos Remediation (if applicable)

1.2 REFERENCES, CODES, AND STANDARDS

A. American National Standards Institute (ANSI)
    1. ANSI A10.6 - Safety Requirements for Demolition Operations
B. Occupational Safety and Health Administration (OSHA)
    1. OSHA 29 CFR 1926 Subpart T – Demolition
    2. OSHA 29 CFR 1926 Subpart Z - Toxic and Hazardous Substances
C. Environmental Protection Agency (EPA)
    1. EPA 40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants (NESHAP)
D. National Fire Protection Association (NFPA)
    1. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations
E. American Society for Testing and Materials (ASTM)
    1. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750°C
F. International Code Council (ICC)
    1. International Building Code (IBC)
G. Local and State Codes and Ordinances
    1. Comply with all applicable local and state requirements for demolition and environmental protection.

1.3 SUBMITTALS

A. Demolition Plan

1. Submit a detailed selective demolition plan indicating methods, sequence, equipment, and safety measures.

B. Waste Management Plan
    1. Submit a construction waste management plan including recycling, reuse, and disposal procedures.
C. Permits and Notifications
    1. Provide copies of all required permits, notifications to authorities, utility disconnection approvals, and asbestos abatement certifications if applicable.
D. Schedule
    1. Provide a demolition schedule coordinated with other work on site.

1.4 QUALITY ASSURANCE

A. Qualifications
    1. Demolition Contractor shall have a minimum of five (5) years documented experience in selective demolition of similar scope and complexity.
    2. Contractor personnel shall be trained in OSHA demolition safety procedures and hazardous materials handling.
B. Pre-demolition Inspection
    1. Conduct a thorough site inspection to identify hazardous materials, structural elements, and utilities prior to demolition.
    2. Perform and document pre-demolition photographic survey of affected areas.
C. Testing and Monitoring
    1. Perform air monitoring for dust, asbestos fibers, and other hazardous materials as required by OSHA and EPA during demolition.
    2. Conduct structural monitoring if required to ensure adjacent structures are not adversely affected.
D. Safety
    1. Comply with all OSHA safety requirements including use of personal protective equipment (PPE), barricades, signage, and emergency procedures.
    2. Provide dust control measures such as water spray, barriers, and air filtration as needed.

1.5 WARRANTIES

A. Demolition Work Warranty
    1. Provide a warranty for demolition work covering workmanship and compliance with specified requirements for a period of one (1) year from date of substantial completion.
B. Environmental Compliance Warranty

1. Warrant that all demolition activities comply with federal, state, and local environmental regulations including proper handling and disposal of hazardous materials.

PART 2 – PRODUCTS

2.1 EQUIPMENT

A. Select equipment appropriate to the scale and type of selective demolition including but not limited to excavators with hydraulic shears, breakers, hand tools, and vacuum systems for dust control.
B. Provide shoring, bracing, and temporary support as required to maintain stability of remaining structures.

2.2 MATERIALS FOR PROTECTION

A. Temporary Barriers
    1. Use fencing, barricades, and dust screens to protect adjacent areas and control access.
B. Dust Control Materials
    1. Water sprays, misting systems, and dust suppressants approved for environmental compliance.
C. Salvage Containers
    1. Provide containers or bins for segregated storage of salvaged materials, recyclable materials, and waste.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify locations of utilities prior to commencement of demolition.
B. Confirm that all hazardous materials have been removed or abated as required prior to demolition.
C. Notify Engineer and Owner of any discrepancies or unexpected hazardous conditions before proceeding.

3.2 PREPARATION

A. Erect temporary barriers, fencing, and signage to restrict unauthorized access.
B. Disconnect and cap utilities in coordination with utility companies.
C. Implement dust control measures and erosion control as per approved plans.

3.3 SELECTIVE DEMOLITION PROCEDURES

A. Demolish identified site elements including pavement, curbs, sidewalks, structures, foundations, and utilities as indicated in contract documents.
B. Perform demolition in a manner to prevent damage to adjacent structures and utilities to remain.
C. Salvage materials as specified for reuse or recycling; handle and store salvaged materials to prevent contamination or damage.
D. Remove and legally dispose of all demolition debris in accordance with federal, state, and local regulations.
E. Control dust, noise, vibration, and other impacts during demolition operations.

3.4 SITE CLEANUP

A. Remove all demolition equipment, debris, and temporary protection upon completion.
B. Leave site in clean and safe condition ready for subsequent construction activities.
C. Conduct final inspection with Owner's representative to verify completion.

3.5 DISPOSAL

A. Segregate waste streams including concrete, metals, wood, asphalt, and hazardous materials.
B. Transport and dispose of materials at approved recycling or landfill facilities.
C. Provide manifests, receipts, or other documentation of disposal and recycling for record.

3.6 PROTECTION

A. Protect existing site features and utilities to remain from damage during demolition.
B. Immediately repair any damage caused by demolition activities at no cost to Owner.

3.7 FIELD QUALITY CONTROL

A. Continuous monitoring of dust, noise, and vibration levels during demolition.
B. Periodic inspection of temporary supports and barriers.
C. Document and report any non-compliance or incidents to Engineer and Owner promptly.

END OF SECTION

PART 1 – GENERAL

1.1 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures
B. Section 01 45 00 – Quality Control
C. Section 31 05 16 – Aggregates for Earthwork
D. Section 31 05 19 – Geotextiles
E. Section 31 20 00 – Earth Moving
F. Section 31 23 00 – Excavation and Fill
G. Section 31 23 16 – Excavation and Backfill for Utilities
H. Section 31 25 00 – Erosion and Sedimentation Controls
I. Section 32 13 13 – Concrete Paving
J. Section 32 90 00 – Planting

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)
    1. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
    2. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
    3. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
    4. ASTM D4253 – Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
    5. ASTM D4254 – Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
    6. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
    7. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3)
    8. ASTM D4829 – Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
    9. ASTM D6938 – Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
B. American Association of State Highway and Transportation Officials (AASHTO)
    1. AASHTO T99 – Moisture-Density Relations of Soils Using a 5.5-lb Rammer and 12-in. Drop
    2. AASHTO T180 – Moisture-Density Relations of Soils Using a 10-lb Rammer and 18-in. Drop
C. International Building Code (IBC) 2021
D. Occupational Safety and Health Administration (OSHA) Standards 29 CFR

E. Local Jurisdictional Codes and Regulations (as applicable)

1.3 DEFINITIONS

A. 1.3.1 Earthwork: All excavation, filling, backfilling, and grading operations required to prepare the site for construction.
B. 1.3.2 Compaction: The process of increasing soil density by mechanical means to achieve specified soil properties.
C. 1.3.3 Borrow Soil: Soil imported from off-site for use as fill.
D. 1.3.4 Subgrade: The prepared surface on which subsequent construction or fill is placed.

1.4 SUBMITTALS

A. Action Submittals
    1. Soil Reports including geotechnical investigation and analysis.
    2. Proposed excavation and earthwork plan with sequencing and equipment.
    3. Sources and specifications of imported fill materials including gradation and compaction characteristics.
    4. Compaction test plan and quality control procedures.
    5. Proposed erosion and sediment control plan related to earthwork operations.
    6. List of equipment to be used in earthwork operations.
B. Informational Submittals
    1. Copies of permits and approvals related to earthwork.
    2. Material test reports for fill materials.
    3. Daily earthwork logs indicating volume of excavation/fill and compaction results.
    4. Certification of compliance for compaction and moisture content.
    5. Safety plan specific to excavation and earthwork activities.
    6. Records of field density tests and laboratory testing results.

1.5 QUALITY ASSURANCE

A. Qualifications
    1. Engage a qualified geotechnical engineer to review soil conditions, perform testing, and provide recommendations.
    2. Employ experienced personnel and licensed contractors specializing in earthwork operations.
B. Testing
    1. Perform soil classification, moisture content, and compaction testing per ASTM and AASHTO standards.
    2. Testing laboratory shall be accredited and independent from the contractor.
    3. Field density tests shall be conducted at a frequency not less than one test per 500 square feet per lift or as required by governing codes.

C. Verification
    1. Verify excavation limits, subgrade elevations, and compaction levels prior to placement of fill or construction.
    2. Perform pre-construction survey and documentation of existing site conditions.
D. Safety
    1. Earthwork shall comply with OSHA requirements for excavation safety, including shoring, sloping, and protective systems.
    2. Provide barricades, signage, and protective measures to secure excavation areas.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery
    1. Deliver fill materials in a dry, uncompacted condition and free from debris, organic matter, and frozen materials.
B. Storage
    1. Stockpile imported and on-site soils separately to prevent mixing of unsuitable materials.
    2. Protect stockpiles from contamination and erosion by wind or rain.
C. Handling
    1. Handle materials to prevent segregation or contamination.
    2. Maintain moisture content within specified limits during handling and placement to ensure compaction quality.

1.7 WARRANTY

A. Provide a warranty for earthwork materials and workmanship against defects for a period of one year from date of substantial completion.
B. Warranty shall cover settlement, inadequate compaction, erosion, or failure of earthwork to perform as specified.
C. Contractor shall promptly repair or replace defective work at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 SOILS AND FILL MATERIALS

A. General Requirements
    1. Fill material shall be free from organic matter, roots, debris, frozen soil, and other deleterious materials.
    2. Material shall meet gradation requirements per ASTM D2487 Soil Classification System as specified in project documents.
B. On-Site Soils

1. On-site soils may be used if tested and approved by the geotechnical engineer.

C. Imported Fill
    1. Imported fill shall comply with project specifications and be approved prior to delivery.
    2. Gradation, plasticity, and compaction characteristics shall be provided by supplier.

2.2 GEOTEXTILES AND EROSION CONTROL MATERIALS

A. Geotextiles shall conform to Section 31 05 19 and be used where indicated to separate fill materials or stabilize subgrade.
B. Erosion control blankets and sediment barriers shall comply with Section 31 25 00.

2.3 MANUFACTURERS

A. Geotextile and Erosion Control
    1. TenCate Geosynthetics
    2. Propex Operating Company LLC
    3. Huesker, Inc.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that site conditions are ready to receive work and that underground utilities and structures are located and protected.
B. Notify Engineer of any discrepancies or unsuitable conditions before proceeding.
C. Verify that subgrade is free of frost, standing water, soft spots, debris, and frozen materials.

3.2 PREPARATION

A. Clearing and Grubbing
    1. Remove trees, shrubs, roots, debris, and topsoil as indicated.
B. Stripping and Stockpiling
    1. Strip topsoil from areas to be excavated or filled and stockpile separately.
C. Excavation
    1. Excavate to subgrade elevations as indicated.
    2. Remove unsuitable or unstable soils as directed.
D. Subgrade Preparation
    1. Scarify and loosen subgrade surface where required to achieve bonding with fill.
    2. Moisture condition subgrade to optimum moisture content for compaction.

3.3 FILL PLACEMENT AND COMPACTION

A. Placement
    1. Place fill in horizontal lifts not exceeding 8 inches loose thickness unless otherwise approved.
    2. Maintain moisture content within plus or minus 2% of optimum moisture content.
B. Compaction
    1. Compact each lift to not less than 95 percent of maximum dry density as determined by ASTM D698 or D1557.
    2. Use appropriate compaction equipment such as rollers, rammers, or vibratory compactors.
C. Testing
    1. Perform field density tests at required frequencies.
    2. Provide results to Engineer for acceptance.
D. Correction of Deficiencies
    1. Remove or rework areas failing to meet compaction or moisture requirements.
    2. Retest after corrective action until specified requirements are met.

3.4 GRADING

A. Uniformly grade and shape earthwork areas to required elevations and slopes.
B. Provide positive drainage away from structures and as indicated on drawings.
C. Finish surfaces smooth and free of irregularities.

3.5 EROSION AND SEDIMENTATION CONTROL

A. Implement erosion control measures during and after earthwork to prevent sediment runoff.
B. Maintain temporary erosion control devices until permanent stabilization is established.

3.6 FIELD QUALITY CONTROL

A. Inspection and Testing
    1. Engineer or testing agency will perform periodic inspections and testing.
    2. Contractor shall cooperate and provide access and documentation.
B. Non-Conformance
    1. Immediately correct non-conforming work.
    2. Additional testing and inspection may be required at Contractor’s expense.

3.7 PROTECTION

A. Protect completed earthwork from disturbance or damage by subsequent construction activities.
B. Repair or rework any damaged areas to meet original specifications.

3.8 CLEANING

A. Remove surplus materials, debris, and equipment from site.
B. Leave site in a clean and orderly condition.

END OF SECTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.1 SUMMARY

A. This Section includes the following:
   1. Clearing and grubbing of vegetation and debris.
   2. Removal and disposal of trees, shrubs, roots, stumps, brush, and other vegetation.
   3. Stripping and stockpiling topsoil.
   4. Removal and disposal of existing improvements and debris as indicated.
   5. Site dewatering and sediment control as required during clearing operations.

B. Related Sections include, but are not limited to:
   1. Division 31 Section "Earth Moving" for excavation, backfilling, and grading.
   2. Division 31 Section "Erosion and Sedimentation Controls" for soil erosion prevention and sediment control.
   3. Division 32 Section "Landscape Grading" for final grading and landscape preparation.
   4. Division 32 Section "Soil Preparation" for soil amendments and preparation.
   5. Division 01 Section "Temporary Facilities and Controls" for temporary erosion and sedimentation control measures.

1.2 REFERENCES, CODES, AND STANDARDS

A. Applicable codes and standards include but are not limited to:
   1. American National Standards Institute (ANSI) Z133.1 - American National Standard for Arboricultural Operations – Safety Requirements.
   2. Occupational Safety and Health Administration (OSHA) Standards, 29 CFR Part 1926 - Safety and Health Regulations for Construction.
   3. ASTM International:
      a) ASTM D448 - Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
      b) ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
      c) ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
   4. U.S. Environmental Protection Agency (EPA) - Clean Water Act (CWA) for sediment control and stormwater management.
   5. Local and State Environmental Protection Regulations.

6. International Society of Arboriculture (ISA) Best Management Practices for Tree Removal and Protection.
7. National Fire Protection Association (NFPA) 241 - Standard for Safeguarding Construction, Alteration and Demolition Operations.

1.3 SUBMITTALS

A. Action Submittals:
   1. Site Clearing Plan indicating limits of clearing, protection zones for existing trees to be preserved, stockpile locations, and sediment control measures.
   2. Equipment List including types and capacity of equipment proposed for clearing operations.
   3. Schedule of Clearing Activities including sequence and timing.
   4. Waste Management Plan detailing disposal methods and recycling of cleared materials.
   5. Certification of Compliance with applicable codes and standards.
   6. Proposed Methods for Removal of Hazardous Vegetation or Material, if applicable.
B. Informational Submittals:
   1. Copies of permits and notifications required for clearing operations.
   2. Manufacturer's product data for erosion control products used during clearing.
   3. Photographic documentation of site conditions before and after clearing.
   4. Material Safety Data Sheets (MSDS) for chemicals or herbicides used, if any.

1.4 QUALITY ASSURANCE

A. Perform site clearing work in accordance with recognized industry standards and manufacturers' recommendations.
B. Personnel performing tree removal or trimming shall be certified arborists or experienced operators familiar with ANSI Z133.1 safety requirements.
C. Maintain erosion and sediment controls at all times during clearing activities to prevent sedimentation of adjacent properties and water bodies.
D. Comply with all local, state, and federal environmental regulations regarding protected species, wetlands, and historic resources.
E. Pre-clearing meeting to be conducted with Owner, Contractor, and appropriate authorities to review clearing limits, protection measures, and safety protocols.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store erosion control materials, such as silt fencing, wattles, and blankets, in a dry, protected area to prevent damage and contamination.
B. Handle cleared materials to prevent spillage and facilitate recycling or disposal.

C. Maintain equipment in good working order and free of oil, fuel, or other contaminants that could cause environmental damage.
D. Protect stockpiled topsoil from erosion, contamination, and compaction. Cover stockpiles when not actively used.

1.6 WARRANTY

A. Provide warranty for clearing operations that all work will be free of defects in workmanship and materials for a period of one year from date of final acceptance.
B. Warranty includes responsibility for repair or replacement of any damage to adjacent protected trees, utilities, or improvements caused by clearing operations.
C. Warranty includes ensuring that no undesirable vegetation or debris remains that could affect subsequent construction or landscaping.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Erosion and Sediment Control Products:
    1. North American Green
    2. Profile Products LLC
    3. Best Management Products, Inc.
    4. Silt-Saver, Inc.

2.2 MATERIALS

A. Erosion Control Materials: Silt fences, wattles, erosion control blankets, mulch, and soil stabilization products as specified in Division 31 Sections.
B. Topsoil: Stockpiled native topsoil free of roots, debris, and contaminants.
C. Disposal Containers: Containers and receptacles for collection and transport of cleared materials.
D. Herbicides or Chemicals: Use only if specified and approved, and in accordance with applicable regulations and MSDS.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that utility locations have been identified and marked. Notify utility companies and the Owner of conflicts prior to clearing.
B. Confirm limits of clearing and grubbing with the Owner’s representative.
C. Identify trees, vegetation, or site features to be preserved or protected.

D. Inspect erosion and sediment control measures to ensure they are installed and functioning before clearing begins.

3.2 PREPARATION

A. Install sediment and erosion control devices around the perimeter of the clearing area and at appropriate points downslope.
B. Mark and protect trees and vegetation to remain using fencing or barricades.
C. Conduct a pre-clearing meeting with all personnel involved to review safety, environmental protection, and clearing procedures.

3.3 CLEARING AND GRUBBING

A. Remove all trees, shrubs, brush, roots, stumps, and other vegetation within the designated clearing limits.
B. Remove above and below ground parts of vegetation including roots and stumps to a minimum depth of 18 inches below finished grade or as otherwise indicated.
C. Remove man-made improvements, debris, rubbish, and other obstructions encountered within the clearing limits.
D. Dispose of cleared materials off-site or process for reuse or recycling in accordance with the Waste Management Plan.
E. Topsoil stripping: Strip, stockpile, and protect topsoil from erosion and contamination for reuse in landscaping or site restoration.
F. Minimize disturbance to soils outside designated clearing limits.

3.4 TREE PROTECTION

A. Maintain protective fencing and barriers around trees and vegetation to remain throughout construction.
B. Prohibit parking, storage of materials, and heavy equipment traffic within tree protection zones.
C. Repair damage to roots, trunks, or branches caused during clearing operations in accordance with ISA Best Management Practices.

3.5 EROSION AND SEDIMENT CONTROLS

A. Maintain and monitor erosion control devices continuously during clearing operations.
B. Repair or replace damaged or ineffective controls immediately.
C. Remove sediment accumulations from control devices before capacity is exceeded.
D. Restore disturbed areas promptly to minimize erosion.

3.6 FIELD QUALITY CONTROL

A. Conduct inspections at the start and completion of clearing operations.
B. Verify that clearing limits are adhered to and protective measures are effective.
C. Document and report any damage to protected trees, utilities, or structures.
D. Confirm proper disposal of debris and cleared materials.

3.7 CLEANING

A. Remove all debris, rubbish, and waste materials from site clearing activities daily or as needed to maintain safe and orderly conditions.
B. Restore areas outside clearing limits disturbed by clearing operations to original or better condition.

3.8 PROTECTION

A. Protect newly cleared and stripped areas from unauthorized access and damage.
B. Maintain erosion and sediment controls in good condition until final site stabilization is achieved.
C. Protect adjacent properties from damage or encroachment.

3.9 COMPLETION

A. Notify the Owner upon completion of clearing activities for inspection and acceptance.
B. Provide documentation of completed clearing, including photographic evidence and waste disposal records.

END OF SECTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
B. Related Sections include, but are not limited to:
    1. 31 23 00 - Excavation and Fill
    2. 31 23 16 - Excavation and Backfill for Utilities
    3. 31 25 00 - Erosion and Sedimentation Controls
    4. 32 91 00 - Planting Soil Preparation
    5. 31 05 19 - Geotechnical Exploration Reports
    6. 01 33 00 - Submittal Procedures
    7. 01 35 43 - Environmental Compliance
    8. 01 74 19 - Construction Waste Management and Disposal

1.2 SUMMARY

A. This Section includes site grading including cutting, filling, leveling, and contouring for building pads, utilities, roadways, sidewalks, and landscaped areas.
B. Related work specified elsewhere includes:
    1. Excavation and fill for utilities in Section 31 23 16.
    2. Erosion and sediment control in Section 31 25 00.
    3. Soil preparation and amendments in Section 32 91 00.

1.3 DEFINITIONS

A. Grading: The process of reshaping the ground surface by cutting, filling, or leveling to the required lines, elevations, and slopes.
B. Finish Grade: The final elevation and slope of the ground surface after grading is complete.
C. Rough Grade: The initial shaping of the site prior to finish grading.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

A. Action Submittals:
    1. Grading Plan: Detailed plan indicating existing and proposed grades, contours, drainage patterns, and locations of cuts and fills.
    2. Soil Reports: Geotechnical reports including recommendations for grading, compaction, and fill materials.
    3. Equipment List: List of equipment proposed for grading operations.
    4. Mix Designs: For any engineered fill or soil stabilization materials.

5. Erosion and Sediment Control Plan demonstrating compliance with applicable environmental regulations.

B. Informational Submittals:
    1. Field Quality Control Reports including compaction test results.
    2. Material Certificates for fill materials.
    3. Manufacturer's product data for any soil stabilization or erosion control products used.

1.5 QUALITY ASSURANCE

A. Perform grading in accordance with accepted industry standards including ASTM and local building codes.
B. Compaction Testing:
    1. Engage an independent testing agency to perform field density tests at frequencies required by the geotechnical engineer and local authorities.
    2. Tests shall comply with ASTM D1556, ASTM D698, ASTM D2922, or ASTM D6938 as applicable.
C. Personnel Qualifications:
    1. Contractor shall employ personnel with minimum 5 years' experience in site grading and earthwork operations.
    2. Operator certification for heavy equipment shall be current and verifiable.
D. Compliance with Codes and Standards:
    1. Comply with applicable federal, state, and local regulations including OSHA safety standards related to earthwork operations.
    2. Comply with stormwater management and erosion control requirements as per EPA and local jurisdictional authorities.
E. Mock-Up:
    1. When requested by the Architect/Engineer, provide a mock-up area to demonstrate grading techniques and finish quality.

1.6 STORAGE AND HANDLING

A. Store fill materials in designated areas protected from contamination, erosion, and loss by wind or water.
B. Protect excavated materials from moisture changes and contamination.
C. Handle all materials to prevent segregation, contamination, or damage.
D. Equipment used for grading shall be maintained in good working condition to prevent leaks or spills of fuel, oil, or hydraulic fluids.
E. Store erosion control materials and equipment on-site in dry, accessible locations.

1.7 WARRANTY

A. Provide a warranty for grading work that guarantees the work will remain stable and free from erosion, settling, or other defects for a minimum period of one year from date of final acceptance.
B. Warranty shall include repair or replacement of any areas showing failure or nonconformance to specified grades.
C. Provide manufacturer warranties for soil stabilization or erosion control products as applicable.

1.8 APPLICABLE CODES, STANDARDS, AND REFERENCES

A. Codes:
    1. International Building Code (IBC), latest edition.
    2. Occupational Safety and Health Administration (OSHA) Standards, 29 CFR Part 1926 – Construction.
    3. Local Building and Zoning Codes.
    4. Clean Water Act, Section 402 NPDES Stormwater Program.
B. Standards:
    1. ASTM International:
        a) ASTM D1556 – Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
        b) ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
        c) ASTM D2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
        d) ASTM D6938 – Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Depth Moisture Gauge).
        e) ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
        f) ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
    2. USDA Natural Resources Conservation Service (NRCS) Soil Survey and Classification Guidelines.
    3. LEED v4.1 BD+C Rating System.
C. References:
    1. “Earthwork and Grading Handbook,” Nick Capachi, McGraw Hill, latest edition.
    2. “Site Engineering for Landscape Architects,” Steven Strom, Kurt Nathan, Jake Woland.
    3. Local Geotechnical Engineering Reports.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Fill Material:
    1. Shall be free of organic matter, debris, frozen material, trash, and other deleterious substances.
    2. Shall meet gradation and compaction requirements as specified in the geotechnical report or as approved by the Engineer.
    3. Shall have plasticity index and liquid limit within acceptable ranges to ensure stability and compaction.
B. Topsoil:
    1. Shall be fertile, friable natural loam free of subsoil, clay lumps, stones over 1 inch, roots, sticks, and other foreign matter.
    2. Shall meet requirements specified in Section 32 91 00.
C. Soil Stabilization Products (if applicable):
    1. Chemical stabilizers, geotextiles, or other additives shall be compatible with site conditions and meet manufacturer's recommendations.
    2. Shall comply with environmental regulations.
D. Erosion Control Materials:
    1. Mulches, mats, blankets, and other devices shall conform to Section 31 25 00.
E. Water:
    1. Potable water free of impurities harmful to soil stabilization or vegetation.

2.2 EQUIPMENT

A. Use heavy equipment suitable for grading operations including but not limited to bulldozers, graders, scrapers, compactors, and water trucks.
B. Equipment shall be maintained in good working order and free of leaks.

2.3 MANUFACTURERS

A. 2.3.1 Soil Stabilizers and Additives:
    1. TerraSystems, Inc.
    2. Soilworks, LLC
    3. BASF Corporation
    4. Sika Corporation
B. 2.3.2 Erosion Control Products:
    1. North American Green
    2. Profile Products LLC
    3. Western Excelsior

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions, including grades, drainage patterns, and utilities, conform to requirements.
B. Review geotechnical reports and recommendations.
C. Notify Architect/Engineer of any discrepancies or conditions detrimental to proper execution of grading.
D. Do not proceed with grading until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect existing structures, utilities, vegetation, and improvements designated to remain.
B. Remove debris, vegetation, and unsuitable materials from areas to be graded.
C. Establish erosion and sediment control measures prior to grading operations.
D. Identify and mark limits of grading and stockpile locations.

3.3 GRADING

A. General Requirements:
    1. Perform grading to lines, elevations, and slopes indicated on the Drawings.
    2. Maintain grades to ensure positive drainage away from structures and utilities.
    3. Avoid over-excavation; fill and compact as required to achieve design elevations.
    4. Do not place fill or compact when moisture content is unsuitable.
B. Rough Grading:
    1. Cut and fill to approximate grades to facilitate drainage and installation of utilities.
    2. Scarify subgrade where required to enhance bonding of fill material.
C. 3.3.3 Fill Placement and Compaction:
    1. Place fill in layers not exceeding 8 inches loose thickness.
    2. Compact each layer to minimum 95% of maximum dry density as determined by ASTM D698 or as specified by the geotechnical engineer.
    3. Moisture content of fill material shall be maintained within +/- 2% of optimum moisture content.
D. 3.3.4 Finish Grading:
    1. Fine grade areas to final elevations and slopes, providing smooth and even surfaces.
    2. Remove irregularities, depressions, or humps.
E. 3.3.5 Tolerances:
    1. Finish grade elevations shall be within +/- 0.05 feet of indicated elevations.
    2. Slopes shall be within 2 percent of specified gradients.

3.4 FIELD QUALITY CONTROL

A. Compaction Testing:

1. Perform density tests at locations and frequency as required by the geotechnical engineer and governing authorities.
2. Provide copies of test reports to Architect/Engineer promptly.
3. Areas failing to meet compaction requirements shall be reworked and retested.

B. Observation and Verification:
1. Testing agency shall observe fill placement, moisture conditioning, and compaction operations.

C. Correct deficiencies immediately upon discovery.

3.5 PROTECTION

A. Protect finished grading from traffic, erosion, and weather damage until subsequent construction or landscaping.
B. Repair settlement, erosion, or other damage to finished grading at no cost to Owner.
C. Maintain erosion and sediment controls until permanent vegetation or other stabilization measures are established.

3.6 CLEANING

A. Remove surplus materials, debris, and equipment from site.
B. Leave site clean and ready for subsequent construction activities.

END OF SECTION

PART 1 – GENERAL

1.1 RELATED SECTIONS

A. Section 31 20 00 - Earth Moving
B. Section 31 05 16 - Geotextiles
C. Section 31 00 00 - Site Clearing
D. Section 32 11 23 - Aggregate Base Courses
E. Section 31 25 00 - Erosion and Sediment Control
F. Section 31 23 16 - Excavation and Backfill for Utility Trenches
G. Section 31 23 23 - Structural Fill
H. Section 01 33 00 - Submittal Procedures
I. Section 01 45 00 - Quality Control
J. Section 01 74 19 - Construction Waste Management and Disposal

1.2 APPLICABLE REFERENCES, STANDARDS, AND CODES

A. American Society for Testing and Materials (ASTM)
    a) ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
    b) ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
    c) ASTM D2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
    d) ASTM D2216 - Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
    e) ASTM D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
    f) ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
    g) ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
B. Occupational Safety and Health Administration (OSHA)
    a) OSHA 29 CFR Part 1926 - Safety and Health Regulations for Construction
C. American Association of State Highway and Transportation Officials (AASHTO)
    1. AASHTO T99 - Moisture-Density Relations of Soils Using a 5.5-lb Rammer and a 12-in. Drop
    2. AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb Rammer and an 18-in. Drop
D. International Building Code (IBC)
E. Local Building Codes and Regulations

1.3 QUALITY ASSURANCE

A. Qualifications
    1. Excavation and fill work shall be performed by a firm experienced in excavation and fill operations of similar scope and complexity.
    2. Provide qualifications of personnel and equipment upon request.
B. Testing and Inspection
    1. Engage a qualified geotechnical testing laboratory to perform soil classification, moisture content, density, and compaction testing.
    2. Testing frequency shall comply with project requirements and applicable standards or as directed by the Engineer.
    3. Field density tests shall be performed at a minimum frequency of one test per 500 square yards per lift or as specified.
C. Compliance
    1. All excavation and fill operations shall comply with OSHA safety regulations for excavation and trenching.
    2. Verify utility locations prior to excavation.
    3. Maintain alignment, grades, and elevations within tolerances specified by the Engineer.

1.4 SUBMITTALS

A. Action Submittals
    1. Excavation and Fill Plan including sequence, methods, equipment, and temporary support measures.
    2. Material submittals for fill material including source, gradation, and test reports.
    3. Equipment list proposed for excavation, hauling, and compaction.
    4. Quality control plan including testing frequency and methods.
    5. Manufacturer's data for geotextiles or additives incorporated in fill materials.
B. Informational Submittals
    1. Soil test reports including classification, moisture content, and compaction characteristics.
    2. Records of field density and moisture tests.
    3. Reports of non-conformance and corrective actions.
    4. Project schedule updates related to excavation and fill operations.
    5. Health and safety plan related to excavation activities.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery
    a) Deliver fill materials in a manner to prevent contamination and segregation.

B. Storage
    1. Store fill materials on-site in designated areas to prevent mixing with foreign materials.
    2. Protect stockpiles from erosion and contamination by water, debris, and other materials.
C. Handling
    1. Handle fill materials to avoid segregation and contamination.
    2. Maintain moisture content of fill materials within limits required for proper compaction.

1.6 WARRANTIES

A. Provide a warranty for fill compaction and stability for a period of one year from date of final acceptance.
B. Warranty shall cover settlement, erosion, and compaction failure requiring remedial action.
C. Submit warranty documentation signed by Contractor and geotechnical engineer or testing agency.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Excavation Materials
    1. Remove unsuitable materials including organic matter, debris, frozen soil, and unstable soils as directed.
B. Fill Materials
    1. Granular Fill: Clean, well-graded sand, gravel, or crushed stone free of organic material and deleterious substances.
    2. Structural Fill: Engineered fill meeting project gradation and compaction requirements per geotechnical recommendations.
    3. Select Fill: Free from rocks larger than 2 inches, debris, and foreign matter, with plasticity index less than 15.
C. Geotextiles and Additives
    1. Provide geotextiles for separation or stabilization as specified and per Section 31 05 16.
    2. Additives such as lime or cement for soil stabilization shall comply with project specifications and standards.

2.2 MANUFACTURERS

A. Geotextile Manufacturers
    1. TenCate Geosynthetics

2. Huesker Inc.
3. Mirafi (Part of TenCate)

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify site conditions and limits of excavation prior to starting work.
B. Confirm that utilities have been located and protected or removed as necessary.
C. Notify Engineer of any discrepancies, unsuitable soil conditions, or obstructions.

3.2 PREPARATION

A. Clear and grub excavation areas of vegetation, debris, and unsuitable materials.
B. Strip topsoil and stockpile separately for reuse or disposal.
C. Provide erosion and sediment control measures as specified.

3.3 EXCAVATION

A. Excavate to lines, grades, and elevations indicated on drawings or as directed.
B. Remove unsuitable or unstable materials to the depth directed.
C. Perform excavation using equipment suitable to maintain accuracy and minimize disturbance.
D. Maintain excavation slopes and shoring in compliance with OSHA requirements.
E. Remove water from excavations to maintain dry working conditions.

3.4 FILLING AND BACKFILLING

A. Place fill materials in layers not exceeding 8 inches loose thickness.
B. Maintain moisture content of fill material within optimum range for compaction.
C. Compact each layer to not less than 95 percent of maximum dry density per ASTM D698 or project-specific criteria.
D. Use mechanical compaction equipment suitable for soil type and layer thickness.
E. Scarify existing surfaces to receive new fill to promote bonding.
F. Do not place fill on frozen or muddy surfaces.

3.5 FIELD QUALITY CONTROL

A. Testing
    1. Perform field density tests using sand cone, nuclear gauge, or other approved methods.
    2. Test frequency: minimum one test per 500 square yards per lift or as directed.
    3. Perform moisture content tests in conjunction with density tests.

B. Corrective Measures
    1. Remove and replace or re-compact areas failing to meet compaction requirements.
    2. Document all corrective actions and retesting.

3.6 PROTECTION

A. Protect completed fill from erosion, disturbance, and damage.
B. Maintain drainage to prevent water accumulation on fill areas.
C. settlement, erosion, or damage at no cost to the Owner during warranty period.

3.7 CLEANING

A. Remove excess materials, debris, and equipment from site upon completion.
B. Restore adjacent areas disturbed by excavation and fill operations.

END OF SECTION 31 23 00

PART 1 - GENERAL

1.1 RELATED SECTIONS

A. Section 31 23 16 – Excavation and Fill
B. Section 31 23 23 – Trenching, Backfilling, and Compacting for Utilities
C. Section 31 23 26 – Trenching and Backfilling for Pipelines
D. Section 31 05 16 – Aggregate Subbase
E. Section 31 20 00 – Earth Moving
F. Section 33 05 13 – Utility Structures
G. Section 31 23 00 – Excavation and Backfilling for Structures
H. Section 01 33 00 – Submittal Procedures
I. Section 01 45 00 – Quality Control

1.2 REFERENCES, CODES, AND STANDARDS

A. American Society for Testing and Materials (ASTM)
    1. ASTM D1556 – Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
    2. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
    3. ASTM D2167 – Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
    4. ASTM D2922 – Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods
    5. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
    6. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
    7. ASTM D6938 – Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods
B. Occupational Safety and Health Administration (OSHA)
    1. OSHA 29 CFR 1926 Subpart P – Excavations
C. American Public Works Association (APWA)
    1. APWA Standard Specifications for Public Works Construction
D. National Fire Protection Association (NFPA)
    1. NFPA 70 – National Electrical Code (for trenching near electrical installations)
E. International Code Council (ICC)
    1. International Building Code (IBC), latest edition
F. Local, State, and Federal Codes
    1. All applicable local municipal codes and ordinances for excavation, trenching, and backfilling operations

G. Other Industry Standards
    1. Manual on Uniform Traffic Control Devices (MUTCD) for work zone safety

1.3 DEFINITIONS

A. Trench: A narrow excavation made below the surface of the ground, usually deeper than it is wide, to install utilities or other infrastructure.
B. Backfill: Material used to refill an excavation or trench after installation of utilities or structures.
C. Bedding: The layer of material placed in the trench bottom to provide a stable base for pipes or structures.
D. Compaction: The process of densifying soil or backfill material to reduce voids and increase strength.

1.4 QUALITY ASSURANCE

A. Contractor Qualifications:
    1. Contractor shall have a minimum of five (5) years documented experience in trenching and backfilling similar in scope and complexity.
    2. Contractor shall maintain compliance with OSHA excavation and trenching safety requirements.
B. Testing Laboratory:
    1. Engage an independent testing laboratory to perform soil compaction and moisture content tests in accordance with ASTM standards specified.
C. Inspection and Testing:
    1. Soil classification, moisture content, and compaction density shall be verified and documented prior to backfilling.
    2. Compaction tests shall be performed at intervals not less than one test per 500 square feet or per 100 linear feet of trench, whichever is greater.
    3. Testing frequency and methods shall comply with ASTM standards D1556, D2922, and D6938.
D. Safety:
    1. Comply with OSHA 29 CFR 1926 Subpart P for excavation and trench safety, including protective systems such as shoring, shielding, or sloping.
    2. Provide traffic control measures per MUTCD standards where trenching impacts public roadways or pedestrian paths.

1.5 SUBMITTALS

1. Action Submittals:
    a. Product Data: Submit manufacturer's data on bedding and backfill materials including gradation, physical properties, and compaction characteristics.

b. Project-Specific Soil Report: Submit geotechnical report including soil classification and recommendations for trenching and backfill.
c. Work Plan: Submit detailed trenching and backfilling sequence and safety plan including shoring methods and traffic control.
d. Testing Plan: Submit proposed schedule and methods for compaction and density testing.

2. Informational Submittals:
   a. Test Reports: Submit compaction and density test results with location, date, and compliance verification.
   b. Safety Documentation: Submit OSHA trenching safety compliance records and inspection logs.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery:
   a. Deliver bedding and backfill materials in dry, clean condition free from contamination, organic matter, or frozen lumps.
   b. Deliver materials in quantities to prevent delay and excessive stockpiling on site.
B. Storage:
   a. Store materials on-site in designated areas protected from weather, contamination, and segregation.
   b. Segregate different types of materials to prevent mixing and contamination.
C. Handling:
   a. Handle materials to prevent contamination or degradation.
   b. Avoid mixing of materials during transport and placement.
   c. Use equipment suitable for trenching and backfilling operations to minimize damage to installed utilities and structures.

1.7 WARRANTIES

A. Contractor shall warrant trenching and backfilling work against defective workmanship and materials for a period of one (1) year from date of Substantial Completion.
B. Warranty shall include repair or replacement of settled backfill areas, improperly compacted zones, or other defects resulting from trenching and backfilling operations.
C. Provide manufacturer's warranty for any proprietary backfill or bedding materials incorporated, if applicable.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Bedding Material:

1. Clean, uniformly graded sand or granular material conforming to ASTM C33 or project-specific gradation requirements.
2. Particle size distribution shall ensure proper pipe support and prevent pipe movement.

B. Backfill Material:
1. Select suitable native soil free from organic material, debris, frozen lumps, and rocks larger than 2 inches unless otherwise specified.
2. Imported backfill shall meet project gradation and compaction requirements, conforming to ASTM D2487 classifications SC, SM, or GW as applicable.
3. Controlled low-strength material (flowable fill) may be used in specified trench zones as directed.

C. Controlled Low-Strength Material (CLSM):
1. CLSM shall be a flowable, self-compacting mixture of cement, fly ash, sand, and water with compressive strength between 50 and 150 psi.
2. Mix design must be submitted for approval prior to use.

D. Geotextiles and Filters:
1. Use non-woven geotextiles for separation and filtration where indicated.
2. Conform to ASTM D3786 and project-specific strength and permeability requirements.

2.2 MANUFACTURERS

A. Bedding and Backfill Materials Suppliers:
1. Vulcan Materials Company
2. Martin Marietta Materials
3. CEMEX Inc.
4. LafargeHolcim
5. Local approved aggregate producers meeting specification requirements

B. Controlled Low-Strength Material (CLSM) Providers:
1. US Concrete
2. Oldcastle Materials
3. Holcim (US) Inc.

C. Geotextile Manufacturers:
1. TenCate Geosynthetics
2. Huesker, Inc.
3. Propex Operating Company, LLC
4. Nilex Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify trench dimensions and alignment comply with contract drawings and specifications before excavation.
B. Inspect site conditions, including existing utilities and obstructions, and verify location and depth.
C. Confirm soil conditions and moisture content are suitable for trenching and backfilling.
D. Notify Architect/Engineer of unsatisfactory conditions prior to proceeding.

3.2 PREPARATION

A. Locate and protect existing utilities and structures adjacent to trenching activities.
B. Establish traffic control and safety barriers per MUTCD and OSHA requirements.

3.3 TRENCH EXCAVATION

A. Excavate trenches to required depth, width, and alignment to accommodate utilities and bedding materials.
B. Excavation shall be performed in accordance with OSHA protective system requirements to ensure worker safety.
C. Remove unsuitable or unstable material encountered in the trench bottom and replace with approved bedding or structural fill.
D. Maintain trench bottom in a smooth, uniform plane to provide continuous support.

3.4 BEDDING INSTALLATION

A. Place bedding material in trench bottom to minimum thickness specified or as recommended by Engineer.
B. Compact bedding material lightly to provide uniform support without damaging utilities.
C. Maintain moisture content of bedding material within 2% of optimum moisture for compaction.

3.5 UTILITY INSTALLATION

A. Install utility pipes, conduits, or structures in trench in accordance with manufacturers' recommendations and project drawings.
B. Verify invert elevations and alignment prior to backfilling.
C. Protect installed utilities from damage during backfilling operations.

3.6 BACKFILLING

A. Backfill trenches with approved material placed in layers not exceeding 8 inches loose thickness.
B. Compact each layer to at least 95% of maximum dry density as determined by ASTM D698 or project-specific compaction criteria.

C. Maintain moisture content within 2% of optimum for compaction for each lift.
D. Do not operate heavy equipment directly on freshly backfilled trenches until adequate compaction and curing have been achieved.
E. Where specified, use CLSM in lieu of conventional backfill and allow curing to required strength before load application.
F. Install geotextile separators or filters as indicated or directed.

3.7 FIELD QUALITY CONTROL

A. Perform in-place density testing at frequencies specified in Part 1.4.3.
B. Re-compact or replace backfill material failing to meet compaction or moisture requirements.
C. Document all testing results and corrective actions.

3.8 PROTECTION

A. Protect completed trench backfill from erosion, settlement, or damage until final surface restoration.
B. Maintain erosion control measures throughout construction period.
C. Repair or replace any damaged backfill or surfaces caused by settlement or construction activity.

3.9 CLEANING

A. Remove excess materials, debris, and equipment from trenching and backfilling operations.
B. Leave site in a neat and orderly condition.

END OF SECTION 31 23 33

PART 1 – GENERAL

1.1 RELATED SECTIONS

A. Division 01 – General Requirements
B. 31 10 00 – Site Clearing
C. 31 20 00 – Earth Moving
D. 31 23 00 – Excavation and Fill
E. 32 90 00 – Planting
F. 32 92 00 – Lawns and Grasses
G. 32 93 00 – Plants
H. 33 05 00 – Common Work Results for Utilities (for site drainage controls)
I. 33 10 00 – Water Utilities
J. 31 25 13 – Silt Fence
K. 31 25 16 – Straw Bale Barriers
L. 31 25 19 – Sediment Basins and Traps

1.2 REFERENCES, CODES, AND STANDARDS

A. American Society for Testing and Materials (ASTM)
    1. 1.2.1.1 ASTM D6462 – Standard Practice for Installation of Turf Reinforcement Mats
    2. 1.2.1.2 ASTM D5141 – Standard Guide for Sampling and Testing Silt Fence Materials
    3. 1.2.1.3 ASTM D5035 – Standard Test Method for Breaking Force and Elongation of Textile Fabrics
B. U.S. Environmental Protection Agency (EPA)
    1. 1.2.2.1 EPA Construction General Permit (CGP)
    2. 1.2.2.2 EPA Stormwater Management Best Practices
C. Federal Highway Administration (FHWA)
    1. 1.2.3.1 FHWA Hydraulic Engineering Circular No. 22 (HEC-22) – Erosion Control
D. U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS)
    1. 1.2.4.1 NRCS Conservation Practice Standards – Critical Area Planting (342), Sediment Basin (350)
E. International Code Council (ICC)
    1. 1.2.5.1 International Building Code (IBC) – Site Safety and Environmental Controls
F. State and Local Codes and Regulations – Comply with all applicable local erosion and sediment control ordinances and permits.
G. Occupational Safety and Health Administration (OSHA) Standards – Safety related to erosion control installation

1.3 DEFINITIONS

A. Erosion Control – Measures used to prevent soil particles from being detached and transported by wind or water.
B. Sedimentation Control – Practices to prevent eroded soil from leaving the project site and entering water bodies or stormwater systems.

C. Temporary Controls – Erosion and sedimentation control measures implemented during construction activities and removed or replaced after site stabilization.
D. Permanent Controls – Measures installed for long-term soil stabilization and sediment control after construction completion.

1.4 ACTION SUBMITTALS

A. Product Data – Submit manufacturer's technical data, installation instructions, and material safety data sheets (MSDS) for each erosion and sedimentation control product.
B. Erosion and Sediment Control Plan – Submit a detailed plan including type, location, installation details, and maintenance procedures for all temporary and permanent controls.
C. Construction Schedule – Submit a schedule indicating timing of erosion and sedimentation control installation relative to earthwork activities.
D. Samples – Submit physical samples of key erosion control materials such as silt fence fabric, erosion control blankets, and sediment logs for approval prior to installation.
E. Certificates – Submit certification of compliance with applicable standards for manufactured erosion control products.

1.5 INFORMATIONAL SUBMITTALS

A. Inspection Reports – Submit reports from erosion and sediment control inspections performed during construction.
B. Maintenance Logs – Submit logs documenting maintenance and repair activities for erosion and sedimentation controls.
C. Qualifications – Submit qualifications of personnel responsible for installation and inspection of erosion and sedimentation controls.

1.6 QUALITY ASSURANCE

A. Installer Qualifications – Engage experienced installers with a minimum of three years' experience in erosion and sedimentation control systems similar in scope and complexity.
B. Regulatory Compliance – Comply with requirements of federal, state, and local regulatory agencies having jurisdiction over erosion and sedimentation control.
C. Inspection and Testing – Conduct inspections at intervals not exceeding seven calendar days and within 24 hours after any storm event of 0.25 inches or greater, documenting condition and performance of controls.
D. Material Compliance – Use only materials meeting the requirements of referenced standards and approved submittals.
E. Environmental Protection – Implement controls to prevent off-site sedimentation and protect water quality per EPA CGP and local permit conditions.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Delivery – Deliver erosion and sediment control materials in original, unopened packages or containers bearing manufacturer's name, product identification, and batch number.
B. Storage – Store materials in a clean, dry location protected from exposure to sunlight, moisture, and contaminants.

C. Handling – Handle materials to prevent damage; avoid dragging or dropping materials. Protect fabric and blankets from tearing, punctures, or deterioration during installation.
D. Stockpile Management – Stockpile soil and erosion control materials away from drainage courses and protected by temporary controls to prevent sediment runoff.

1.9 WARRANTY

A. Manufacturer's Warranty – Provide manufacturer's standard warranty for erosion control products against defects in materials and workmanship for a minimum period of one year from date of installation.
B. Installer's Warranty – Installer shall warrant that erosion and sedimentation controls have been installed in accordance with manufacturer's instructions, project specifications, and approved plans for a minimum period of one year from date of acceptance.
C. Corrective Action – Promptly repair or replace erosion and sediment control measures found defective or failing within warranty period at no cost to the Owner.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Silt Fence and Sediment Control Products:
    1. Tenax Corporation
    2. North American Green, LLC
    3. Stormwater Management, Inc.
    4. Filtrexx International LLC
    5. Mirafi (TenCate)
B. Erosion Control Blankets and Turf Reinforcement Mats:
    1. North American Green, LLC
    2. Curlex (American Excelsior Company)
    3. Propex Global
    4. Profile Products LLC
    5. West Coast Turf Products
C. Straw Bales and Wattles:
    1. Local agricultural suppliers (certified weed free)
D. Sediment Basins and Check Dams:
    1. Stormwater Management, Inc.
    2. ADS (Advanced Drainage Systems)
    3. ACF Environmental, Inc.

2.2 MATERIALS

A. Silt Fence Fabric
    1. Filter fabric shall be a woven or non-woven synthetic geotextile meeting ASTM D5141 and ASTM D5035 requirements.
    2. Minimum tensile strength: 120 lbs per ASTM D5035.
    3. Apparent opening size (AOS): 30 to 50 US standard sieve size.
B. Posts for Silt Fence

1. Wood posts: Untreated, minimum 2 inch by 2 inch by 48 inches in length.
2. Steel posts: U-shaped with minimum 1.33 lb/ft weight and minimum 48 inches long.

C. Erosion Control Blankets and Mats
1. Biodegradable blankets composed of straw, coconut fiber, or wood excelsior with UV degradation within 12 months.
2. Turf reinforcement mats made of synthetic materials with minimum 5-year durability.

D. Straw Bales
1. Certified weed-free, well-tied, minimum dimensions 14 inches by 18 inches by 36 inches.

E. Sediment Logs and Wattles
1. Cylindrical tubes filled with straw, coconut fiber, or composted materials encased in UV resistant netting.

F. Sediment Basins and Check Dams
1. Constructed of rock, gravel, or manufactured structural materials as per design requirements.

G. Filter Bags and Fabric Tubes
1. Durable, UV stabilized geotextile fabric designed for sediment filtration and water flow.

2.3 ACCESSORIES

A. Stakes, wire, staples, and fasteners compatible with erosion control materials and installation requirements.
B. Biodegradable erosion control mesh or twine for securing blankets and mats.
C. Warning and safety signage as required by OSHA and local regulations.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that site conditions are acceptable for erosion and sedimentation control installation including grading, drainage patterns, and soil conditions.
B. Confirm that necessary permits, approvals, and erosion control plans have been received and reviewed.
C. Inspect delivered materials for compliance with specifications and storage conditions.

3.2 PREPARATION

A. Clear and grub areas of vegetation and debris only as necessary to install erosion and sediment controls.
B. Protect existing vegetation and natural buffers not designated for removal.
C. Prepare soil surfaces for installation of erosion control blankets and mats by smoothing and ensuring proper moisture content.

3.3 INSTALLATION

A. 3.3.1 Silt Fence
1. Install silt fence along contour lines as shown on erosion control plans, prior to commencement of earthwork.

2. Excavate trench at least 6 inches deep to anchor fabric and backfill with compacted soil.
3. Secure fabric to posts with staples or wire ties at maximum 12 inches on center.
4. Posts shall be spaced a maximum of 6 feet apart.
5. Overlap fabric ends a minimum of 12 inches at joints.

B. 3.3.2 Straw Bale Barriers
1. Install on level contour lines with stakes driven through bales at minimum 24 inches on center.
2. Place bales end-to-end with minimal gaps and securely tethered.
3. Backfill and compact soil on uphill side to prevent water flow beneath bales.

C. d. Replace bales as they deteriorate or become ineffective.

D. 3.3.3 Erosion Control Blankets and Turf Reinforcement Mats
1. Install on slopes steeper than 3:1 or as indicated on plans.
2. Anchor blankets with staples or pins at spacing recommended by manufacturer.
3. Overlap adjacent blankets a minimum of 6 inches following manufacturer's instructions.
4. Seed and fertilize soil prior to blanket installation unless otherwise directed.

E. 3.3.4 Sediment Basins and Traps
1. Construct basins according to design drawings and NRCS standards.
2. Install outlet structures and energy dissipation devices as specified.
3. Maintain basins free of sediment accumulation exceeding design capacity.

F. Sediment Logs and Wattles
1. Install along contour lines or at perimeter of disturbed areas.
2. Secure firmly to ground with stakes placed at intervals not exceeding 4 feet.

G. Temporary Diversions and Drainage Controls
1. Construct berms, ditches, or swales to divert runoff away from disturbed areas.
2. Use temporary piping or lined channels as required to prevent erosion.

3.4 MAINTENANCE AND MONITORING

Perform weekly inspections and after storm events to assess condition and effectiveness of erosion and sediment controls.
Repair or replace damaged or ineffective controls immediately.
Remove accumulated sediment from behind controls when sediment reaches 50 percent of barrier height.
Maintain controls until disturbed areas are permanently stabilized with vegetation or other approved measures.
Document maintenance activities and inspection results in logs submitted as per 1.5.2.

3.5 REMOVAL

Remove temporary erosion and sedimentation controls after final site stabilization is achieved and as approved by the Owner or governing agencies.
Dispose of removed materials in accordance with local regulations and environmental requirements.
Restore disturbed areas caused by removal operations to original or specified condition.

3.6 PROTECTION

A. Protect installed erosion and sedimentation controls from damage by construction activities and equipment.

B. Restrict access and vehicle traffic over protected areas.
C. Provide signage and barriers as required for public and worker safety.

END OF SECTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes aggregate base courses for use in pavement and roadway subbase construction, including:
    1. Aggregate base materials.
    2. Placement and compaction of aggregate base courses.
B. Related Sections include but are not limited to:
    1. Section 31 20 00 – Earth Moving
    2. Section 32 12 16 – Asphalt Paving
    3. Section 32 13 13 – Concrete Paving
    4. Section 31 23 33 – Excavation and Fill for Utilities
    5. Section 31 22 00 – Grading
    6. Section 01 33 00 – Submittal Procedures
    7. Section 01 45 00 – Quality Control

1.1 REFERENCES

A. The following standards, specifications, codes, and publications form a part of this specification to the extent referenced. Latest editions apply unless otherwise noted:
    1. ASTM International (ASTM):
        a) ASTM D75 – Standard Practice for Sampling Aggregates
        b) ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
        c) ASTM D2940 – Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports
        d) ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
        e) ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3)
        f) ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3)
        g) ASTM D6938 – Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
    2. American Association of State Highway and Transportation Officials (AASHTO):
        a) AASHTO M147 – Standard Specification for Materials for Aggregate Subbase, Base, and Surface Courses

b) AASHTO T99 – Moisture-Density Relations of Soils Using 5.5-lb Rammer and 12-in. Drop
c) AASHTO T180 – Moisture-Density Relations of Soils Using 10-lb Rammer and 18-in. Drop
d) AASHTO T27 – Sieve Analysis of Fine and Coarse Aggregates
e) AASHTO T11 – Materials Finer than 75-µm (No. 200) Sieve in Soils by Washing

3. Federal Highway Administration (FHWA):
   a) FHWA Publication: "Construction of Aggregate Base Courses"
4. Local and State Department of Transportation (DOT) standards as applicable.

1.2 DEFINITIONS

A. Aggregate Base Course: A layer of specified aggregate material placed and compacted as a base or subbase for pavement or roadway construction.
B. Compaction: The process of increasing the density of the aggregate base material by mechanical means to specified requirements.

1.5 QUALITY ASSURANCE

A. Qualifications:
   1. Installer shall have minimum 5 years' experience in installation of aggregate base courses of similar scope and scale.
   2. Testing agency shall be independent and certified in materials testing for soils and aggregates.
B. Preconstruction Testing:
   1. Verify aggregate material properties meet specified gradation and quality requirements prior to delivery to site.
C. Field Testing:
   1. Perform compaction tests in accordance with ASTM D6938 or other approved methods to verify in-place density.
   2. Perform moisture content testing concurrent with compaction tests.
D. Mock-Up / Sample Panel:
   1. Where directed by the Architect or Engineer, provide sample panel of aggregate base course illustrating compaction and finish.

1.6 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's product data for aggregate materials including gradation, physical properties, and source of supply.
B. Mix Design: Submit aggregate gradation and mix design confirming compliance with specified gradation and quality requirements.

C. Certificates: Submit certificates verifying compliance of aggregate materials with specified standards.
D. Quality Control Plan: Submit proposed quality control procedures for placement, compaction, and testing of aggregate base courses.
E. Warranties: Submit copies of manufacturer and installer warranties.

1.7 INFORMATIONAL SUBMITTALS

A. Test Reports: Submit test results for aggregate materials including gradation, soundness, and contamination analysis.
B. Field Test Reports: Submit compaction and moisture content field test results during placement operations.
C. Manufacturer's Certificates of Compliance.
D. Maintenance Data: Submit recommendations for maintenance of aggregate base courses.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Delivery:
    1. Deliver aggregate base materials in dry condition, free from contamination.
    2. Coordinate delivery schedule to prevent overstocking and prolonged exposure to weather.
B. Storage:
    1. Store aggregate materials on-site in designated stockpiles with proper drainage to prevent segregation, contamination, or moisture intrusion.
    2. Stockpiles shall be shaped to prevent water accumulation and covered if required by weather conditions.
C. Handling:
    1. Handle aggregate materials to prevent segregation and contamination.
    2. Use equipment and methods to minimize dust generation.

1.9 WARRANTY

A. Installer Warranty:
    1. Provide a written warranty that aggregate base course placement and compaction will meet specified requirements and be free from defects for a period of one year from date of acceptance.
B. Material Warranty:
    1. Provide manufacturer's warranty that aggregate materials comply with specified standards and are free from defects affecting performance.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Aggregate Base Suppliers (Subject to compliance with requirements, including local availability):
    1. Vulcan Materials Company
    2. Martin Marietta Materials
    3. CRH Americas Materials
    4. Lehigh Hanson, Inc.
    5. Local approved quarry suppliers as identified by Engineer or Owner.

2.2 MATERIALS

A. Aggregate Base Material:
    1. Shall consist of clean, hard, durable particles of stone, crushed gravel, or sand meeting the gradation requirements of ASTM D2940 or AASHTO M147.
    2. Gradation:
        a) Percent passing 3/4 inch (19 mm) sieve: 100%
        b) Percent passing No. 4 sieve: 30% - 70%
        c) Percent passing No. 200 sieve: 2% - 12%
    3. Plasticity: Material shall have a Plasticity Index (PI) less than 6 as per ASTM D4318.
    4. Soundness: Aggregate shall have a soundness loss not exceeding 12% after 5 cycles of sodium sulfate test per ASTM C88.
    5. Cleanness: Material shall be free from deleterious substances including clay lumps, organic matter, and other foreign materials.
B. Water for Moisture Conditioning:
    1. Clean, potable water free from oils, acids, alkalies, organic materials or other substances harmful to the aggregate or surrounding materials.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify subgrade has been prepared in accordance with Section 31 20 00 – Earth Moving and is ready to receive aggregate base course.
B. Inspect subgrade for proper compaction, moisture content, and contour.
C. Notify Engineer in writing of any unsatisfactory conditions prior to placement of aggregate base.

3.2 PREPARATION

A. Proof-roll subgrade surface to detect soft spots and areas requiring correction.
B. Correct subgrade irregularities or deficiencies by scarifying, moisture conditioning, compacting, or replacing material as directed.

3.3 PLACEMENT

A. Place aggregate base in layers (lifts) not exceeding 8 inches (200 mm) loose thickness.
B. Spread material evenly by mechanical means to required thickness and contour.
C. Maintain moisture content within optimum range for compaction during placement.
D. Prevent contamination of aggregate base course from adjacent materials or equipment.

3.4 COMPACTION

A. Compact each lift of aggregate base to a minimum of 95 percent of maximum dry density as determined by ASTM D698 or ASTM D1557.
B. Perform compaction with appropriate equipment such as vibratory rollers, pneumatic rollers, or sheepsfoot rollers depending on material characteristics.
C. Control moisture content to within +/- 2% of optimum moisture content during compaction operations.
D. Perform field density tests at a frequency of one test per 1,000 square yards (840 square meters) or as directed.
E. Rework areas that do not meet compaction requirements until specified density is achieved.

3.5 TOLERANCES

A. Finished aggregate base course shall be within plus or minus 0.1 foot (±30 mm) of required elevation.
B. Surface shall be free of segregation, large voids, or irregularities that affect pavement placement.

3.6 FIELD QUALITY CONTROL

A. Testing agency shall perform quality control testing including:
    1. Gradation analysis of delivered aggregate materials.
    2. Moisture content and density testing during placement and compaction.
B. Submit test results within 24 hours of testing.
C. Engineer reserves the right to require additional testing at no additional cost to Owner if quality deficiencies are suspected.

3.7 PROTECTION

A. Protect completed aggregate base course from traffic, erosion, and contamination until subsequent construction.
B. Maintain proper drainage to prevent water accumulation on or within aggregate base.

C. Repair or replace damaged or contaminated aggregate base prior to placement of overlying materials.

3.8 CLEANING

A. Remove surplus and waste materials, debris, and equipment from the site daily.
B. Sweep or otherwise clean aggregate base surface prior to placement of pavement or other overlying materials.

END OF SECTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
B. Related Sections include, but are not limited to:
    1. Section 01 33 00 - Submittal Procedures
    2. Section 01 45 00 - Quality Control
    3. Section 01 60 00 - Product Requirements
    4. Section 03 30 00 - Cast-in-Place Concrete
    5. Section 31 20 00 - Earth Moving
    6. Section 32 11 23 - Aggregate Base Courses
    7. Section 32 92 00 - Turf and Grasses
    8. Section 32 17 23 - Concrete Curbs and Sidewalks

1.2 REFERENCES, CODES AND STANDARDS

A. American Concrete Institute (ACI)
    1. ACI 301 - Specifications for Structural Concrete
    2. ACI 302.1R-04 - Guide for Concrete Floor and Slab Construction
    3. ACI 305R - Hot Weather Concreting
    4. ACI 306R - Cold Weather Concreting
B. American Society for Testing and Materials (ASTM)
    1. ASTM C33 - Specification for Concrete Aggregates
    2. ASTM C94/C94M - Specification for Ready-Mixed Concrete
    3. ASTM C143/C143M - Test Method for Slump of Hydraulic-Cement Concrete
    4. ASTM C150/C150M - Specification for Portland Cement
    5. ASTM C157/C157M - Test Method for Length Change of Hardened Hydraulic-Cement Concrete
    6. ASTM C172 - Practice for Sampling Freshly Mixed Concrete
    7. ASTM C260 - Specification for Air-Entraining Admixtures for Concrete
    8. ASTM C494/C494M - Specification for Chemical Admixtures for Concrete
    9. ASTM C595/C595M - Specification for Blended Hydraulic Cements
    10. ASTM C618 - Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
    11. ASTM C682 - Test Method for Length Change of Concrete Due to Alkali-Silica Reaction
    12. ASTM C642 - Test Method for Density, Absorption, and Voids in Hardened Concrete
C. American Association of State Highway and Transportation Officials (AASHTO)
    1. AASHTO M 85 - Standard Specification for Portland Cement

2. AASHTO M 145 - Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

D. Portland Cement Association (PCA)
E. Occupational Safety and Health Administration (OSHA)
    1. OSHA 29 CFR 1926 - Safety and Health Regulations for Construction

1.3 QUALITY ASSURANCE

A. Perform concrete paving work in accordance with ACI 301 and ACI 302.1R and other referenced standards.
B. Concrete mix design shall be developed and approved by a qualified testing agency experienced in concrete paving.
C. Testing laboratory shall be independent and certified in accordance with ASTM C1077 and ASTM E329.
D. Installer qualifications: Experienced in similar concrete paving projects with documented successful installations.
E. Mock-up: Provide a mock-up panel of concrete paving, minimum 100 square feet, to demonstrate surface finish, jointing, and coloration.
F. Conduct pre-paving conference to review procedures, quality control, and safety measures.

1.4 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's technical data for cementitious materials, admixtures, curing compounds, joint fillers, and sealers.
B. Mix Designs: Submit proposed concrete mix designs including materials, proportions, and admixtures with supporting test data.
C. Samples: Submit physical samples of curing compounds, joint sealants, and surface finish treatments.
D. Shop Drawings: Submit layout drawings showing joint spacing, patterns, thickness, reinforcement, and edge treatments.
E. Certificates: Submit certification of compliance for cement, aggregates, admixtures, and other materials as specified.

1.5 INFORMATIONAL SUBMITTALS

A. Test Reports: Submit test reports for aggregates, cementitious materials, and trial batch concrete.
B. Installation Instructions: Manufacturer’s recommended installation instructions for products used in concrete paving.
C. Maintenance Data: Submit maintenance instructions for concrete paving, including cleaning and repair.
D. Warranties: Submit manufacturer and installer warranties as specified.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver cement, aggregates, admixtures, and other materials in original unopened containers with labels intact.
B. Store cement and cementitious materials in a dry, moisture-proof area. Protect from contamination and moisture damage.
C. Store aggregates to prevent segregation, contamination, and moisture accumulation.
D. Store admixtures in accordance with manufacturer's recommendations and protect from freezing or overheating.
E. Handle materials to prevent damage or contamination. Use equipment and methods to prevent segregation or loss of materials.

1.7 WARRANTY

A. Provide a minimum 1-year warranty on concrete paving against defects in materials and workmanship from date of final acceptance.
B. Provide manufacturer’s warranties on chemical admixtures, curing compounds, sealants, and other proprietary materials as applicable.
C. Warranty shall include repair or replacement of defective paving including removal and replacement of unsatisfactory concrete.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Portland Cement: ASTM C150, Type I or II, or ASTM C595 blended hydraulic cement as approved.
B. Aggregates: ASTM C33, clean, hard, durable, and graded aggregates. Coarse and fine aggregates free of deleterious substances.
C. Water: Clean, potable, free from impurities that may affect setting, strength or durability.
D. Admixtures: ASTM C494 compliant chemical admixtures, including water reducers, air-entraining agents, retarders, and accelerators as required.
E. Reinforcement: If required, use welded wire fabric or steel reinforcing bars conforming to ASTM A615 or ASTM A1064.
F. Joint Materials:
    1. Joint Fillers: ASTM D1751 bituminous fiber expansion joint fillers or preformed elastomeric joint fillers.
    2. Joint Sealants: Polyurethane or silicone sealants compatible with concrete, ASTM C920 compliant.
G. Curing Compounds: ASTM C309, clear or translucent, designed for curing concrete pavements.
H. Surface Finishes: Broom finish or as indicated on drawings.

I. Subbase and Base Materials: As specified in Section 32 11 23 - Aggregate Base Courses.

2.2 MANUFACTURERS

A. 2.2.1 Cement and Admixtures:
    1. LafargeHolcim
    2. CEMEX
    3. BASF Construction Chemicals
    4. Sika Corporation
B. Aggregates:
    1. Local approved quarries or suppliers meeting ASTM C33 requirements.
C. Joint Fillers and Sealants:
    1. W.R. Meadows
    2. Pecora Corporation
    3. Sonneborn (Grace Construction Products)
D. Curing Compounds:
    1. Euco (Euclid Chemical Company)
    2. W.R. Meadows
E. Reinforcement:
    1. Nucor Steel
    2. CMC Rebar

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that subgrade and base course have been installed and compacted to required density and tolerances.
B. Ensure that subgrade is free of soft spots, debris, frost, or frozen material.
C. Verify layout, elevations, and grades are established and conform to drawings and specifications.
D. Notify Engineer of any conditions detrimental to quality or performance of concrete paving. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Grade and compact subgrade and base course in accordance with Section 31 20 00 and Section 32 11 23.
B. Moisten subgrade and base to uniform dampness without standing water immediately before placing concrete.
C. Set and secure forms to lines and grades with adequate strength to withstand concrete placement and finishing operations.
D. Provide joint layout and insert joint materials as specified.

3.3 CONCRETE MIXING AND DELIVERY

A. Mix concrete in accordance with ASTM C94 and approved mix designs.
B. Maintain slump between 3 and 5 inches unless otherwise directed.
C. Use air-entrained concrete with air content between 5% and 8% for freeze-thaw durability.
D. Deliver concrete to site promptly and discharge into forms or placing equipment without segregation.
E. During hot or cold weather, comply with ACI 305R and ACI 306R respectively.

3.4 PLACING CONCRETE

A. Place concrete continuously between expansion joints to prevent cold joints.
B. Deposit concrete as close as possible to final position to minimize segregation.
C. Consolidate concrete with internal vibrators without over-vibration.
D. Screed to grade and strike off to produce a uniform surface.
E. Perform initial surface finishing as soon as bleed water disappears, using bull float or darby.

3.5 JOINTING

A. Install contraction joints at maximum spacing of 15 feet or as indicated on drawings.
B. Form joints with saw-cut or formed joints as approved.
C. Install expansion joints at intervals indicated on drawings with compressible filler.
D. Seal joints with approved sealant after curing period, ensuring joints are clean and dry.

3.6 FINISHING

A. Apply broom finish perpendicular to traffic direction for slip resistance.
B. Edges: Round edges with edging tool to 1/4 inch radius unless otherwise indicated.
C. Remove surface defects and repair minor imperfections immediately.

3.7 CURING

A. Begin curing immediately after finishing operations.
B. Use curing compound applied uniformly at manufacturer’s recommended rate.
C. Alternatively, use wet curing methods such as wet burlap or polyethylene sheeting for a minimum of 7 days.
D. Protect concrete from rapid moisture loss, freezing, rain, and contamination during curing period.

3.8 PROTECTION AND CLEANING

A. Protect newly placed concrete from traffic and construction loads until it attains sufficient strength.
B. Remove forms and joint filler carefully without damaging concrete edges.
C. Clean concrete surfaces of stains, dirt, and curing residues using methods approved by Engineer.
D. Repair or replace defective or damaged concrete paving as directed.

3.9 FIELD QUALITY CONTROL

A. Testing Agency Responsibilities:
    1. Perform slump tests, air content, temperature, and casting of test specimens in accordance with ASTM C172, ASTM C143, and ASTM C231.
    2. Test concrete compressive strength at 7 and 28 days per ASTM C39.
    3. Perform additional tests as required to verify compliance with mix design and performance criteria.
B. Monitor joint spacing, depth, and sealant installation for compliance.
C. Document all quality control tests and submit reports promptly.

3.10 REPAIRS AND PATCHING

A. Repair minor surface defects with approved patching mortar compatible with existing concrete.
B. For major defects or failures, remove defective concrete and replace with new concrete as specified.
C. Ensure repairs match adjoining concrete in finish, texture, and color.

3.11 MAINTENANCE

A. Clean concrete paving periodically with water and mild detergents.
B. Inspect and maintain joint sealants to prevent infiltration of water and debris.
C. Repair surface damage promptly to maintain durability and appearance.

END OF SECTION 32 13 13

Bid 26-25, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Friday, February 20, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-25, Construction – FPD Fueling Station

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. This bid does not include the purchase or installation of any fueling equipment. The fueling equipment required to make this a functional fueling station is being provided through a separate contract.

   b. The exterior of the fueling station shall match the color of the police department's asset buildings. The fueling station structure is specified to be Kynar Stone Gray.

   c. Only one tank is being installed on the site.

   d. The contractor will have space provided for the staging area to the south of the project site.

   e. Safety and security fences are not required, but a safety fence is recommended during the excavation process.

   f. Keycards will be provided to the contractor to allow access to the construction site after coordination with the Fayetteville Police Department.

   g. The start date for this project is to be determined. The City will coordinate the Notice to Proceed with the contractor based on the delivery of the fueling equipment. It is estimated that the fuel tank will be delivered mid-May.

   h. The backfill for the excavated area is included within the scope of this bid and shall be completed in the following manner:

> 1.4 Bedding and backfill material shall consist of homogenous pea gravel, crushed stone, clean sand, natural earthen materials, or excavatable flowable fill. Crushed stone, clean sand and natural earthen materials shall be capable of passing 100% through a 1/2 inch (13 mm) sieve and no more than 12% by dry weight through a #200 sieve (0.0029 inch (0.0754 mm)). Pea gravel shall be no larger than 3/4-inch (19 mm). Flowable fill shall meet the National Ready Mixed Concrete Association for Controlled Low Strength materials (CLSM) with strength ranging from 70-150 psi and shall be installed in accordance with good engineering practice. The materials shall be free of all foreign materials, such as but not limited to, bricks, metals, concrete and plastics.
>
> 1.5 The backfill material may be from the tank site if it meets this

2. QUESTIONS:

a. Should bidders include pricing for the canopy and the installation of it? If so, is there a preferred manufacturer to be used?

- Yes, bids should include pricing for the canopy and installation. The City has not identified a preferred manufacturer for the canopy.

b. On sheet C1.0, keynotes 3, 5, 6, 7, and 8 are listed as items to be installed by others. Will they be responsible for cutting the concrete and asphalt to the big trenches to install all the underground lines? If so, will they also be responsible for the repairs to the concrete and asphalt for the trenches they dig?

- The pump installers will not be responsible for cutting the concrete or asphalt or digging the trenches. The contractor for this bid shall be responsible for that portion of the scope, as well as any necessary concrete and asphalt repairs.

c. Who will be responsible for the electrical portion of the scope?

- The electrical portion of this project is not included in the scope of this bid. However, the contractor for this bid will be responsible for any necessary site work for the electrical connections, including trenching, backfill, and paving.

d. Will the existing concrete slab next to the new pump and canopy station need to be removed?

- The City doesn't believe the slab will need to be fully removed, but that decision will be left to the discretion of the contractor and their preferred means and methods.

e. Will the tank be installed within the rectangle space on sheet C1.0 indicated by note number "5"?

- Yes, that is the anticipated location for the new tank.

f. Are there any pipe bollards or protection in the new slab area?

- No bollards are required around the fuel ports. There would need to be cuts into the existing island for bollards around the fuel pumps. Bollards will also need to be installed on the north and south ends of the fueling station.

g. Is Deck Pan P-16 (20 GA) supposed to be the exterior skin? If not, what panel type and gauge should we be carrying?

- The P-16 (20 GA) deck pan is the soffit material for the underside of the canopy, as indicated in Section 1/S3.1. The exterior vertical fascia panels around the perimeter of the canopy are to be 36" tall R-Panels (24 GA) as indicated in Note 3 of Framing Notes & Specifications on Sheet S1.2. No additional exterior skin is required beyond the P-16 soffit panels (underside) and the specified 36" R-Panel fascia (vertical perimeter).

3. ATTACHMENT:

a. Attachment A: Pre-Bid Meeting Sign In Sheet

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 26-25

Description: CONSTRUCTION - FPD FUELING STATION

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 02/17/26 Time: 2:00pm

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	KENNY FITCH	COF	SR PROC AGENT	575-8258	kfitch@
2	Trevel Young	COF	Proc Agent	575-8289	tyoung@
3	WES BULLOCK	OLSSON	ENGINEER	332 3952	WBULLOCK @ OLSSON.COM
4	MATT LOOS	"	"	501-733-2246	mloos@olsson.com
5	Keith Roberts	The Delventhal T&C LLC	Agent	479-502-1515	keithecramer.com
6	Jason Fitzgerald	Southern Brothers	VP of BED	501-607-4898	jason.fitzgerald@sobroco.com
7	NICK WILSON	Hutton	Superintendent	316-799-5180	nwilson@huttonbuilds.com
8	Erin Loffel	Hutton	BD Leader	479-254-2269	eloffel@huttonbuilds.com
9	Denise Lorenz	EWI, Inc	Project Controller	479-747-5466	dlorenz@ewiconstructors.com
10	Lizbeth Catalan	EWI, Inc	Assistant Project Manager	4792803590	lcatalan@ewiconstructors.com
11	Carson Folks	Olsson	Engineer	918-541-4458	cfolks@olsson.com
12	Andrew Ellis	Legacy Construction	Estimator	479-238-2604	aellis@legacy-const.com
13	Chris Spellins	Snyder Environmental	Estimator / Inspector	501-804-1787	cspellins@snyderenvironmental.com
14	Bryan Bova	Caddell Construction	Sr. Project Manager	334-531-3944	bryan.bova@caddell.com
15	Zion Estrada	Caddell Construction	Assistant Project mgr	334-422-9646	Zion.Estrada@caddell.com
16	Matthew Pool	Caddell Construction	VP Preconstruction	479-381-0467	matthew.pool@caddell.com
17	Quin Thompson	COF	Facility Mgr	479-601-4348	qthompson@fayetteville-ar.gov
18	Byron Humphrey	COF	Purch of Facil	Purch 479-841-5[illegible]	bhumphy@

Meeting Notes, Decision, Description of Handouts, etc:

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 26-25

Description: CONSTRUCTION - FPD FUELING STATION

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 02 / 17 / 26 Time: 2:00pm

	Name	Company	Title	Phone	City staff e-mail includes "@fayetteville-ar.gov" Email
1	Justin Reeves	Southern Brothers	COO	479-408-1820	Justin.Reeves@sobroco.com
2	Trevon Boyd	Fayetteville PD	police officer	479-879-5771	tboyd@fayetteville-ar.gov
3	Michele Miller	Fayetteville PD	Captain	479-841-4601	mmiller@fayetteville-ar.gov
4					
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Meeting Notes, Decision, Description of Handouts, etc:

CITY OF FAYETTEVILLE, AR
PD HQ FUELING STATION
1800 N STEPHEN CARR MEMORIAL BLVD
FAYETTEVILLE, ARKANSAS

LEGEND

- RIGHT-OF-WAY LINE
- PROPERTY/LEASE LINE
- PROP. BUILDING SETBACK
- UTILITY EASEMENT
- EXIST. SIGN OR UTILITY MARKER
- BENCHMARK
- EXIST. SANITARY SEWER MANHOLE
- EXIST. STORM DRAIN MANHOLE
- EXIST. LIGHT POLE
- EXIST. ELECTRIC CABINET
- EXIST. TRANSFORMER
- EXIST. WATER METER
- EXIST. FIBER OPTIC BOX
- EXIST. FIBER OPTIC VAULT
- EXIST. ELECTRIC METER
- EXIST. ELECTRIC RISER
- EXIST. GRATE INLET
- EXIST. GUY WIRE
- EXIST. POWER POLE
- EXIST. POWER POLE W/ LIGHT
- EXIST. STEEL POST
- EXIST. TELEPHONE RISER
- EXIST. TELEPHONE CABINET
- EXIST. WATER MANHOLE
- EXIST. WATER VALVE
- EXIST. IRRIGATION VALVE
- EXIST. WATER PIPE
- EXIST. GAS PIPE
- EXIST. SANITARY PIPE
- EXIST. OVERHEAD POWER
- EXIST. UNDERGROUND POWER
- EXIST. STORM DRAIN PIPE
- EXIST. UNDERGROUND FIBER OPTIC

ABBREVIATIONS

M.G.	MATCH GRADE
PVMT.	PAVEMENT
TC	TOP OF CURB
EP	EDGE OF PAVEMENT
G	GUTTER
EL	ELEVATION
R/W	RIGHT-OF-WAY
ROW	RIGHT-OF-WAY
TCE	TEMPORARY CONSTRUCTION EASEMENT
ESMT.	EASEMENT
PROP.	PROPOSED
EXIST.	EXISTING
TYP.	TYPICAL
(R)	REMOVAL
CONST.	CONSTRUCT
TBM	TEMPORARY BENCHMARK
C.P.	CONTROL POINT
D.N.D.	DO NOT DISTURB
U.I.P.	USE IN PLACE
CONC.	CONCRETE
AGG.	AGGREGATE
N.T.S.	NOT TO SCALE
B-B	BACK OF CURB TO BACK OF CURB
F-F	FACE OF CURB TO FACE OF CURB

SECTION 05, T-16-N, R-30-W
WASHINGTON COUNTY, ARKANSAS

VICINITY MAP

NOT TO SCALE

SHEET LIST TABLE	
SHEET NUMBER	**SHEET TITLE**
G0.0	COVER SHEET
C1.0	SITE, UTILITY, & PAVING PLAN
C2.0	GRADING & EROSION CONTROL PLAN
C3.0	CIVIL DETAILS
S0.1	STRUCTURAL GENERAL NOTES
S0.2	SPECIAL INSPECTIONS 1
S0.3	SPECIAL INSPECTIONS 2
S1.1	FOUNDATION PLAN
S1.2	ROOF FRAMING PLAN
S3.1	STRUCTURAL SECTIONS
S5.1	STRUCTURAL DETAILS

FLOOD NOTE:

THE FLOOD INSURANCE RATE MAP (FIRM) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) COMMUNITY PANEL NO. XX, EFFECTIVE DATE XX, SHOWS THIS PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.)

DESIGN CONTACTS

OWNER/DEVELOPER
CITY OF FAYETTEVILLE
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
CONTACT: WADE ABERNATHY
PHONE: 479-575-8361
EMAIL:
WABERNATHY@FAYETTEVILLE-AR.GOV

ENGINEER
OLSSON
3537 N STEELE BLVD, STE 310
FAYETTEVILLE, AR 72703
CONTACT: MATT LOOS, PE
PHONE: 501-733-2240
EMAIL: MLOOS@OLSSON.COM

STRUCTURAL ENGINEER
OLSSON
3537 N STEELE BLVD, STE 310
FAYETTEVILLE, AR 72703
CONTACT: WES BULLOCK, PE
PHONE: 479-332-3952
EMAIL: WBULLOCK@OLSSON.COM

UTILITY CONTACTS

CITY OF FAYETTEVILLE WATER AND SEWER DEPARTMENT
113 WEST MOUNTAIN ST.
FAYETTEVILLE, AR 72701
CONTACT: COREY GRANDERSON
PHONE: 479-444-3452

BLACK HILLS ENERGY
655 MILLSAP RD.
FAYETTEVILLE, AR 72703
CONTACT: SCOTT STOKES
PHONE: 479-435-0229

COX
637 E. JOYCE BLVD #103
FAYETTEVILLE, AR 72703
CONTACT: MICHAEL MOORE
PHONE: 479-717-3730

SOUTHWESTERN ELECTRIC POWER COMPANY
101 W. TOWNSHIP ST.
FAYETTEVILLE, AR 72703
CONTACT: JOHN LE TRONG
PHONE: 479-973-2464

REVIEW OF THESE PLANS IS LIMITED TO COMPLIANCE WITH CITY CODES AND REGULATIONS. BY REVIEWING AND APPROVING THESE PLANS THE REVIEWER AND THE CITY OF FAYETTEVILLE ASSUME NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE PLANS. THE ADEQUACY OF THE PLANS IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER. THE CITY OF FAYETTEVILLE, HOWEVER, RESERVES THE RIGHT TO REQUIRE CORRECTIVE ACTION IF ANY INADEQUACIES ARE FOUND AFTER THE IMPROVEMENTS ARE CONSTRUCTED.

GENERAL NOTES:

1. ACCORDING TO THE NATIONAL WETLANDS INVENTORY, NO WETLANDS OR AREAS OF INTEREST ARE LOCATED WITHIN THE PROJECT BOUNDARY.
2. NO KNOWN EROSION PROBLEMS ON-SITE OR WITHIN 100' DOWNSTREAM OF THE PROJECT SITE.
3. NO KNOWN DANGEROUS AREAS OR HAZARDS PRESENT ON PROJECT SITE.

PREPARED & SUBMITTED BY

CERTIFICATE OF AUTHORIZATION
Olsson Inc.
No.1010
ARKANSAS ENGINEER

Arkansas 811
Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE BASED ON THE BEST INFORMATION AVAILABLE AND MAY NOT REFLECT ALL EXISTING UTILITIES IN THE PROJECT AREA. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR LOCATING EXISTING UTILITIES PRIOR TO CONSTRUCTION AND FOR PROTECTION OF SERVICES DURING CONSTRUCTION.

olsson

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Olsson - Engineering
Arkansas COA #1010

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 19979
MATTHEW K. LOOS
01/16/2026

REVISIONS

REV. NO.	DATE	DESCRIPTION

drawn by: CBF
designed by: CBF
project no.: 025-06937
date: 01.15.2026

COVER SHEET

CITY OF FAYETTEVILLE PD
FUELING STATION

FAYETTEVILLE, ARKANSAS

2025

SHEET
G0.0

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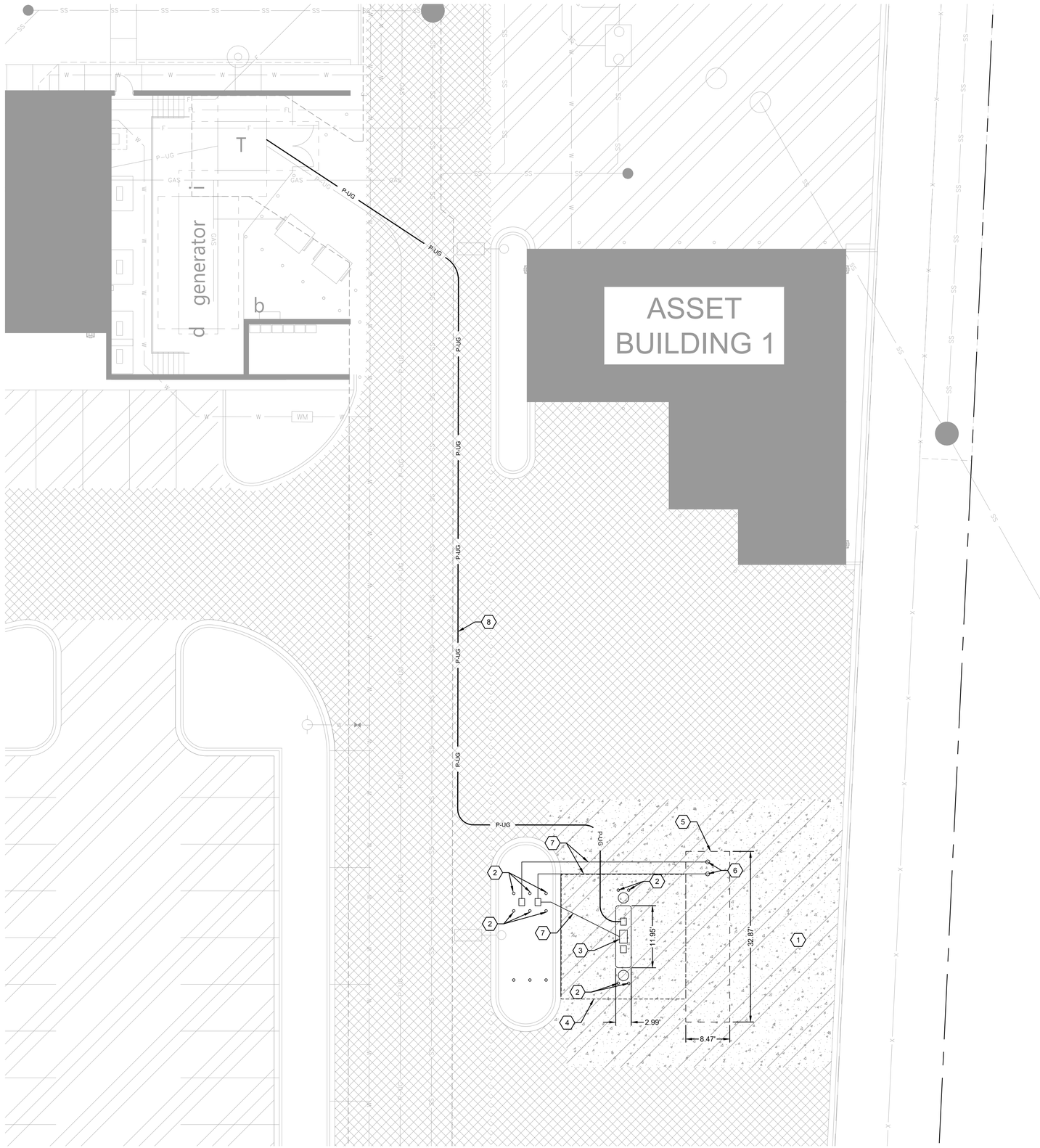

LEGEND

- EXISTING PROPERTY LINE
- UTILITY EASEMENT
- SAW CUT EXISTING CONCRETE, CURB AND GUTTER, ASPHALT, OR SIDEWALK.
- P-UG — PROP. UNDERGROUND POWER
- 899 — FINISH GRADE CONTOUR
- 899 — EXIST. CONTOUR
- SS — EXIST. SANITARY PIPE
- P-UG — EXIST. UNDERGROUND POWER
- W — EXIST. WATER PIPE
- X — EXIST. FENCE
- P-UG — EXIST. UNDERGROUND POWER
- W — EXIST. WATER PIPE
- EXIST. ASPHALT PAVEMENT

KEYNOTES:

1. INSTALL HEAVY DUTY CONCRETE PAVEMENT
2. INSTALL CONCRETE BOLLARD, SEE SHEET C3.0 FOR DETAILS
3. PROPOSED FUEL PUMP TO BE DONE BY OTHERS
4. PROPOSED 24' X 24' CANOPY, REFER TO STRUCTURAL FOR DETAILS
5. PROPOSED UNDERGROUND FUELING TANK TO BE DONE BY OTHERS
6. PROPOSED FUEL PORTS
7. PROPOSED FUEL LINE TO BE DONE BY OTHERS
8. PROPOSED UNDERGROUND SECONDARY ELECTRIC LINE TO BE DONE BY OTHERS

NOTES:

1. EXCAVATION AND BACKFILL SHALL BE COORDINATED WITH SPATCO.
2. CONTRACTOR TO USE CAUTION WHEN WORKING AROUND EXISTING UTILITIES.
3. 100-AMP ELECTRICAL ALLOWANCE REQUIRED.

N

0' 5' 10' 20'
SCALE IN FEET

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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 19979
MATTHEW K. LOGS
01/16/2026

REV. NO.	DATE	DESCRIPTION
		REVISIONS

SITE, UTILITY, & PAVING PLAN

CITY OF FAYETTEVILLE PD
FUELING STATION

FAYETTEVILLE, ARKANSAS

2025

drawn by: CBF
designed by: CBF
project no.: 025-06937
date: 01.15.2026

SHEET
C1.0

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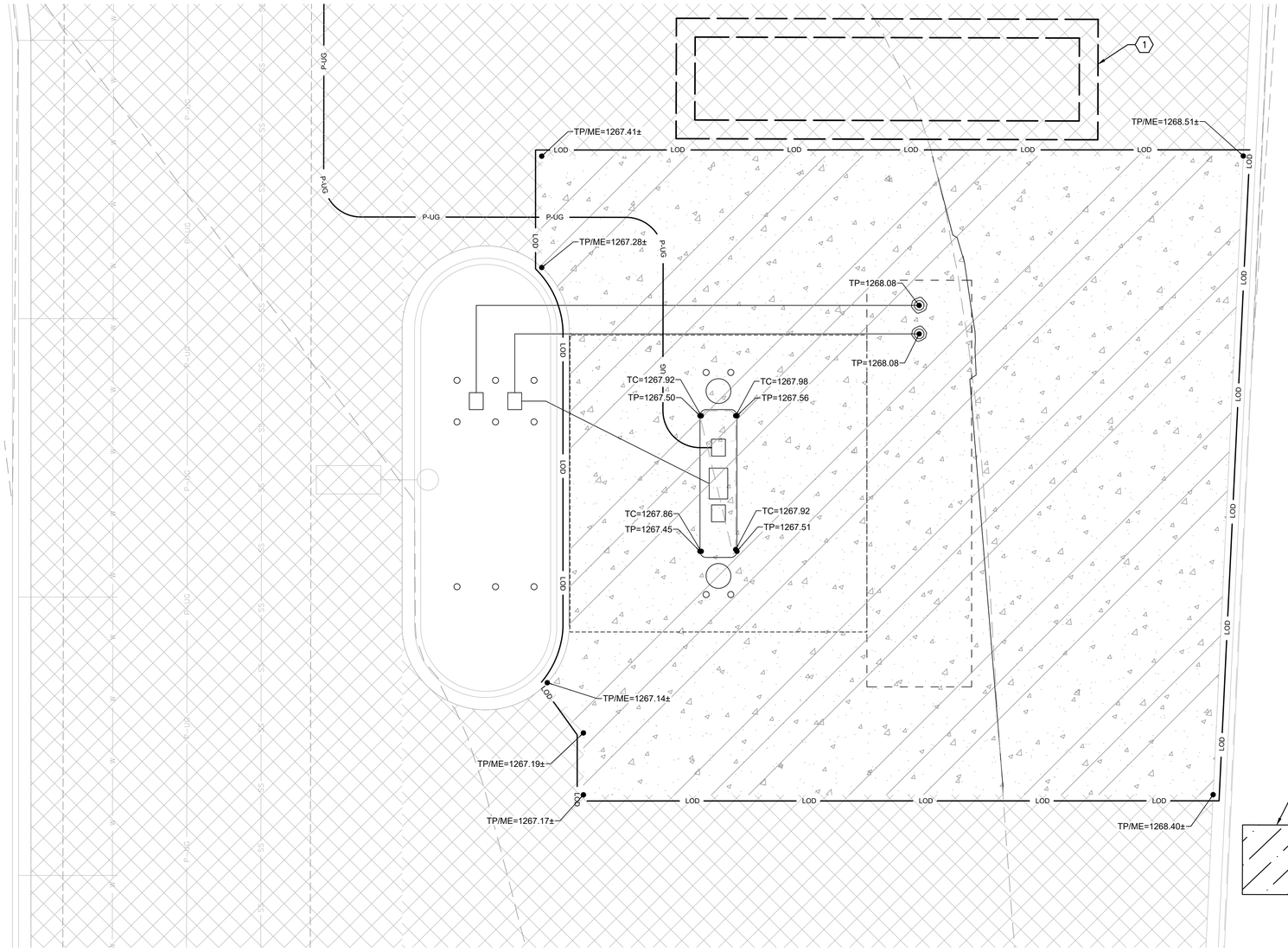

LEGEND

- RIGHT-OF-WAY LINE
- PROPERTY/LEASE LINE
- PROP. BUILDING SETBACK
- UTILITY EASEMENT
- 899 FINISH GRADE CONTOUR
- 899 EXIST. CONTOUR
- LOD LIMITS OF DISTURBANCE
- INSTALL CONCRETE WASHOUT
- APPROX. STOCKPILE LOCATION

- TP=1300.00 TOP OF PAVEMENT
- TC=1300.00 TOP OF CURB
- TW=1300.00 TOP OF WALK
- HP=1300.00 HIGH POINT
- LP=1300.00 LOW POINT
- GR=1300.00 GREENSPACE
- EG=1300.00 EXISTING GRADE
- ME=1300.00 MATCH EXISTING
- HFG=1300.00 HIGH FINISH GRADE
- LFG=1300.00 LOW FINISH GRADE

KEYNOTES:

1. TEMPORARY STAGING / STOCKPILE AREA
2. TEMPORARY CONCRETE WASHOUT

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 AS SHOWN ON THIS SHEET.

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.

EROSION CONTROL NOTES:

1. PROVIDE EROSION CONTROL MEASURES TO PREVENT SOIL EROSION AND DISCHARGE OF SOIL- BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
2. LIMITS OF EROSION AND SEDIMENT CONTROL STRUCTURES SHOWN ARE SCHEMATIC. NECESSARY EROSION AND SEDIMENT CONTROL MEASURES DEPEND HEAVILY ON CONTRACTOR SCHEDULING AS WELL AS MEANS AND METHODS. ANY ADDITIONAL TYPE OR QUANTITY OF STRUCTURES NOT SHOWN THAT ARE NECESSARY TO PREVENT SEDIMENT FROM LEAVING THE SITE ARE THE CONTRACTOR'S RESPONSIBILITY.
3. CONSTRUCT EROSION CONTROL IMPROVEMENTS PRIOR TO BEGINNING OF ANY OTHER WORK.
4. FREQUENTLY INSPECT AND REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL MEASURES PROMPTLY AS NEEDED.
5. DISPOSE OF SEDIMENT TRAPPED BY THESE PRACTICES IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
6. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSE OF IN AN APPROVED SPOIL SITE OR AS ABOVE.
7. DO NOT ALLOW SILT FENCES TO OBSTRUCT SIDEWALKS, BUILDING ENTRANCES OR DRIVEWAYS
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION & SEDIMENT CONTROL MEASURES AND PRACTICES THROUGHOUT THE PROJECT. ANY AND ALL FINES ASSOCIATED WITH EROSION CONTROL VIOLATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
9. EROSION CONTROL IS THE CONTRACTOR'S RESPONSIBILITY. THIS PLAN SHOULD BE USED AS A GUIDE AND REPRESENTS THE MINIMUM EROSION CONTROL DEVICES REQUIRED.
10. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION & SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
11. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL EROSION & SEDIMENT CONTROL DEVICES AFTER EACH RAINFALL EVENT.
12. THE CONTRACTOR SHALL PROVIDE ANY FURTHER EROSION CONTROL MEASURES IN ADDITION TO THOSE LISTED TO ENSURE THAT SILT WILL NOT LEAVE THE PROJECT CONFINES.
13. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION & SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED WITH A HEALTHY STAND OF PERMANENT VEGETATION.
14. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AT COMPLETION OF CONSTRUCTION.
15. THE CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, FLUMES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
16. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY STABILIZATION AS REQUIRED.
17. THE CONTRACTOR SHALL PROVIDE A TEMPORARY CONSTRUCTION ENTRANCE FOR VEHICULAR TRAFFIC AT LOCATION SHOWN.
18. ALL EROSION CONTROL DEVICES SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS AND DESIGN CRITERIA OF THE ENGINEERING DIVISION, DEPARTMENT OF PUBLIC WORKS, CITY OF FAYETTEVILLE, ARKANSAS.
19. REFERENCE DETAILS ON SHEET C3.0 FOR TYPICAL EROSION CONTROL DEVICE INSTALLATION.
20. THE CONTRACTOR WILL BE REQUIRED TO CLEAN THE STREETS OF DEPOSITED MUD AS FREQUENTLY AS NEEDED AS DETERMINED BY THE ENGINEER IN ORDER TO KEEP THEM USABLE AND TO CONTROL DUST.
21. SEE TEMPORARY VEGETATION REQUIREMENT NOTES ON THIS SHEET FOR EXPOSED SOIL WHERE NO ACTIVITY WILL OCCUR FOR MORE THAN 14 DAYS.
22. CONTRACTOR IS RESPONSIBLE FOR PHASED INSTALLATION OF EROSION CONTROL BMP'S IN ORDER TO PREVENT SEDIMENT FROM BREACHING THE LIMITS OF DISTURBANCE.

N

0' 2.5' 5' 10'

SCALE IN FEET

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Arkansas COA #1010

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 19979
MATTHEW K. LOCK
01/16/2026

REV NO.	DESCRIPTION	DATE

REVISIONS

GRADING & EROSION CONTROL PLAN

CITY OF FAYETTEVILLE PD
FUELING STATION

FAYETTEVILLE, ARKANSAS

2025

drawn by: CBF
designed by: CBF
project no.: 025-06937
date: 01.15.2026

SHEET
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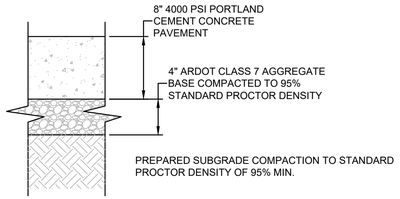
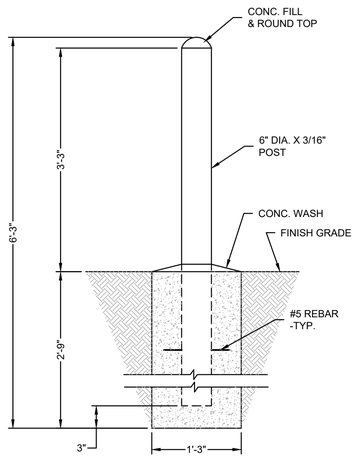


NOTE: CONTRACTOR SHALL SUBMIT A PAVEMENT JOINTING PLAN AND JOINT DETAILS OF ALL CONCRETE PAVEMENT AREAS FOR ENGINEER APPROVAL.

HEAVY DUTY CONCRETE PAVEMENT SECTION

NOT TO SCALE

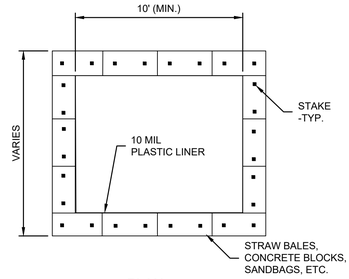


BOLLARD DETAIL

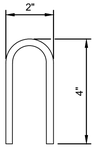
NOT TO SCALE

NOTES:

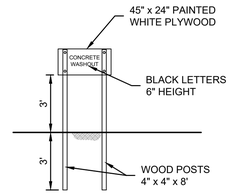
1. ACTUAL LAYOUT LOCATIONS & NUMBER OF WASH-OUTS TO BE DETERMINED BY CONTRACTOR IN FIELD.
2. THE CONCRETE WASH-OUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. WASH-OUTS SHALL BE LOCATED A MINIMUM OF 50 FT. FROM STORM DRAINS, OPEN DRAINAGE FACILITIES AND WATER COURSES. AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE.
4. INSTALL BEFORE THE START OF ANY CONCRETE ACTIVITIES OR DELIVERIES.
5. INSPECT EVERY WEEK AND AFTER ½" STORM EVENT. REMOVE AND DISPOSE OF HARDENED CONCRETE AND RETURN THE FACILITY TO A FUNCTIONAL CONDITION. WASH-OUT FACILITIES MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASH-OUT IS 75% Ffull.
6. WHEN TEMPORARY CONCRETE WASH-OUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASH-OUT FACILITIES SHALL BE REMOVED FROM THE SITE AND DISPOSED. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE WASH-OUT SHALL BE BACKFILLED AND REPAIRED.



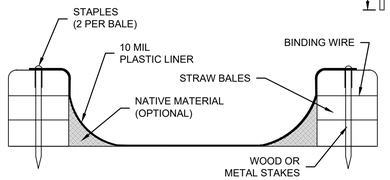
PLAN



STAPLE



WASHOUT SIGN



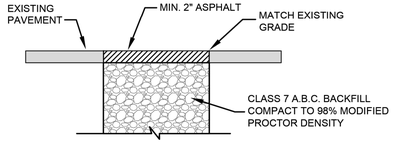
SECTION

CONCRETE WASH-OUT DETAIL

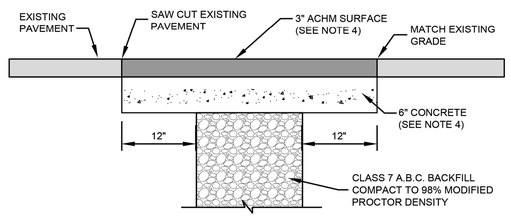
NOT TO SCALE

NOTES:

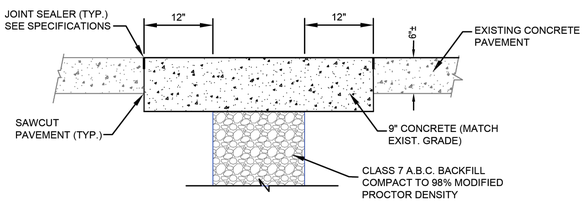
1. CONCRETE SHALL HAVE A MINIMUM OF 6 BAGS OF CEMENT PER CU. YD., 4-7% AE AND DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI @ 28 DAYS.
2. PERMANENT REPAIRS TO BE USED ONLY WHERE ADJACENT PAVEMENT IS TO REMAIN. USE TEMPORARY PATCH IN AREAS WHERE ADJACENT PAVEMENT IS TO BE REMOVED OR RECONSTRUCTED.
3. ASPHALT FOR TEMPORARY REPAIRS MAY BE HOT MIX OR COLD MIX.
4. COLORED CONCRETE, WHEN ASPHALT IS NOT AVAILABLE, SHALL BE AN INTEGRAL COLOR MIX . SOLOMON DRY PIGMENT - 908 CARBON BLACK "ASPHALT" (1 - 25 LB. BAG PER 3 YARDS), OR APPROVED EQUAL. TOTAL THICKNESS OF PAVEMENT SHALL BE 9 INCHES.



TEMPORARY PAVEMENT REPAIR



ASPHALT PAVEMENT REPAIR



CONCRETE PAVEMENT REPAIR

CITY OF FAYETTEVILLE ARKANSAS	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE: (479) 575-8206 FAX NO: (479) 575-8202	TITLE: *STREET DETAILS* DESCRIPTION: **PAVEMENT REPAIR**	DATE: Aug. 17, 2022 SHEET: **ST8**

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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 19979
MATTHEW K. LOCK
01/16/2026

REVISIONS

REV. NO.	DATE	DESCRIPTION

CIVIL DETAILS

CITY OF FAYETTEVILLE PD
FUELING STATION

FAYETTEVILLE, ARKANSAS

2025

drawn by: CBF
designed by: CBF
project no.: 025-06937
date: 01.15.2026

SHEET
C3.0

F:\2025\06501-07000\025-06937\40-design\AutoCAD\final plans\Sheets\SDNC_SIT01_02506937.dwg
DATE: Jan 15, 2026 12:48pm USER: dfolks

STRUCTURAL ABBREVIATIONS

AE	AIR ENTRAINING
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
ALT	ALTERNATE
APPROX	APPROXIMATE(LY)
ARCH	ARCHITECT(URAL)
B/	BOTTOM OF
BLDG	BUILDING
BM	BEAM
BOT	BOTTOM
BRG	BEARING
C	COMPRESSION
CA	CAISSON
CIP	CAST-IN-PLACE
CJ	CONTROL JOINT
CL	CENTERLINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUE(D)(OUS)
DBA	DEFORMED BAR ANCHOR
DBL	DOUBLE
DET	DETAIL
DIA	DIAMETER
DIM	DIMENSION(S)
DL	DEAD LOAD
DP	DRILLED PIER
DWG	DRAWING
EA	EACH
ECC	ECCENTRICITY
EF	EACH FACE
EJ	EXPANSION JOINT
ELEV	ELEVATION
EOR	ENGINEER OF RECORD
EQ	EQUAL
EQUIP	EQUIPMENT
ES	EACH SIDE
EW	EACH WAY
EWEF	EACH WAY EACH FACE
FF	FINISHED FLOOR
FND	FOUNDATION
FT	FEET (FOOT)
FTG	FOOTING
GA	GAUGE
GALV	GALVANIZED
GB	GRADE BEAM
GL	GLUE LAMINATE TIMBER
HORZ	HORIZONTAL
HS	HEADED STUD
ID	INSIDE DIAMETER
K	KIP (1000 POUNDS)
KLF	KIPS PER LINEAR FOOT
LB, #	POUNDS
LH	LEFT HAND
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LVL	LAMINATED VENEER LUMBER
MAX	MAXIMUM
MECH	MECHANICAL
MEP	MECHANICAL, ELECTRICAL, PLUMBING
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MICELLANEOUS
NA	NOT APPLICABLE
NO, #	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OD	OUTSIDE DIAMETER
OH	OPPOSITE HAND
PEMB	PRE-ENGINEERED METAL BUILDING
PJF	PREMOLDED JOINT FILLER
PL	PLATE
PLF	POUNDS PER LINEAR FOOT
PSF	POUND PER SQUARE FOOT
PSI	POUND PER SQUARE INCH
PT	POST TENSION(ED)
QTY	QUANTITY
R	RADIUS
REINF	REINFORCE(D)
REV	REVISED/REVISION
RH	RIGHT HAND
RO	ROUGH OPENING
RTU	ROOF TOP UNIT
SF	SQUARE FOOT
SIM	SIMILAR
SPEC	SPECIFICATION
SS	STAINLESS STEEL
STD	STANDARD
T	TENSION
T&B	TOP AND BOTTOM
T&G	TONGUE AND GROVE
T/	TOP OF
TBD	TO BE DETERMINED
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
V	SHEAR
VERT	VERTICAL
VIF	VERIFY IN FIELD
W/	WITH
W/O	WITHOUT
WG	WORKABLE GAGE
WP	WORKING POINT
WWR	WELDED WIRE REINFORCEMENT

BUILDING CODE AND STANDARDS

2021 INTERNATIONAL BUILDING CODE (IBC 2021) WITH STANDARDS AS REFERENCED IN IBC CHAPTER 35, AND AS ADOPTED AND AMENDED BY THE CITY OF FAYETTEVILLE, AR.

STRUCTURAL DESIGN LOADS:

	UNIFORM (PSF)	CONCENTRATED (LB)
DEAD LOAD (IN ADDITION TO WEIGHT OF STRUCTURAL MEMBERS AND NON-LOAD-BEARING WALLS/PARTITIONS, ADD THE FOLLOWING):		
ALLOWANCE FOR MEP/FIREPROOFING/MISC:	5	
ALLOWANCE FOR ROOFING SYSTEM	10	
ROOF LIVE LOAD	20 PSF	

SNOW DESIGN DATA

GROUND SNOW LOAD, P_G	10 PSF
FLAT ROOF SNOW LOAD, P_F	9.24 PSF
MINIMUM SNOW LOAD FOR LOW-SLOPE ROOFS, P_M	11 PSF
RAIN-ON-SNOW	5 PSF
SNOW EXPOSURE FACTOR, C_E	1.0
SNOW LOAD IMPORTANCE FACTOR, I_S	1.1
THERMAL FACTOR, C_T	1.2

WIND DESIGN DATA

BASIC WIND SPEED, V_{ULT}	114 MPH	
RISK CATEGORY	III	
WIND EXPOSURE	C	
INTERNAL PRESSURE COEFFICIENT, GC_{Pi}	±0.18	
MWFRS (DIRECTIONAL PROCEDURE) (ULT. PSF)		
FASCIA	±37.39 PSF	
UPLIFT (CLEAR WIND FLOW)		
WIND DIRECTION	Y=0°	Y=180°
P_{NW} (PSF)	-22.5 / +24.5	-2.0 / +6.1
P_{NL} (PSF)	-2.0 / +6.1	-22.5 / +24.5

COMPONENTS AND CLADDING

	10 SF	50 SF	100 SF
INTERIOR WALL (ZONE 4)	-31.0 / +28.0	-28.0 / +26.0	-26.0 / +24.0
CORNER WALL (ZONE 5)	-38.0 / +28.0	-33.0 / +26.0	-28.0 / +24.0

EARTHQUAKE DESIGN DATA

RISK CATEGORY	III
SEISMIC IMPORTANCE FACTOR, I_S	1.25
SITE CLASS	C
SPECTRAL RESPONSE COEFFICIENTS	S_S = 0.158 g; S_1 = 0.09 g
DESIGN SPECTRAL RESPONSE COEFF'S	S_{DS} = 0.137 g; S_{D1} = 0.09 g
SEISMIC DESIGN CATEGORY	B
SEISMIC FORCE-RESISTING SYSTEM	ORDINARY MOMENT RESISTING FRAMES
DESIGN BASE SHEAR	V_U = 0.55 K
SEISMIC RESPONSE COEFFICIENT	C_S = 0.14
RESPONSE MODIFICATION COEFFICIENT	R = 1.25
ANALYSIS PROCEDURE	EQUIVALENT LATERAL FORCE PROCEDURE

MATERIAL DATA:

CONCRETE & REINFORCING

DESIGN CONCRETE MIXES TO PROVIDE THE FOLLOWING PROPERTIES:

MIX	USE	28-DAY COMP. STRENGTH (MIN PSI)	28-DAY FLEXURAL STRENGTH (MIN PSI)	WATER/ CEMENT (MAX RATIO)	AIR CONTENT (%)
A	SPREAD FTGS	4,000	--	0.42	5-7
B	ALL OTHER CONCRETE	4,000	--	0.42	--
C	CONCRETE EXPOSED TO WEATHER	4,500	--	0.42	5-7

CONCRETE WEIGHT	NORMAL WEIGHT CONCRETE - TYPICAL, UON
CEMENT TYPE	ORDINARY PORTLAND CEMENT (OPC) TYPE I/II - ASTM C150 OR PORTLAND LIMESTONE CEMENT (PLC) TYPE IL - ASTM C595
AGGREGATES	REGULAR WEIGHT HARDROCK TYPE - ASTM C33
ADMIXTURES	ASTM C494
AIR-ENTRAINMENT	ASTM C260
REINFORCING STEEL	ASTM A615, GRADE 60, DEFORMED
WELDABLE REINFORCING STEEL	ASTM A706, GRADE 60, DEFORMED
DEFORMED BAR ANCHORS	ASTM 1064-18, GRADE 70, DEFORMED
WELDED WIRE REINFORCEMENT	ASTM A1064, PROVIDE SHEET-TYPE; ROLL-TYPE IS NOT ACCEPTABLE
NON-SHRINK GROUT (8,000 PSI, MIN.)	ASTM C1107, FACTORY PREMIXED
PREFORMED EXPANSION JOINT (1/2", UON)	ASTM D1751

STEEL

W SHAPES, WT SHAPES	ASTM A992
PLATES	ASTM A572, GRADE 50
ANGLES	ASTM A572, GRADE 50
HSS SQUARE AND RECTANGULAR TUBES	ASTM A500 GRADE C, F_Y = 50 ksi
ANCHOR RODS	ASTM F1554, GRADE 55 WITH SUPPLEMENT S1
HIGH STRENGTH BOLTS	ASTM F3125, GRADE 325, TYPE 1, UON ASTM F3125, GRADE 490, TYPE 1
WASHERS FOR HIGH STRENGTH BOLTS	ASTM F436
DIRECT-TENSION INDICATING WASHERS	ASTM F959
HEAVY HEX NUTS	ASTM A563
STICK ELECTRODES	AWS CLASS E70XX AWS CLASS E6010 OR E6011 (GALV. SURFACES)
HEADED STUDS	ASTM A108 GRADES C1010 THRU C1020 (Fu = 55 ksi)

GENERAL NOTES

1. THE STRUCTURAL DRAWINGS ARE TO BE COORDINATED AND USED IN CONJUNCTION WITH THE CIVIL DRAWINGS. VERIFY ALL DIMENSIONS AND ELEVATIONS WITH GENERAL ARRANGEMENT DRAWINGS AND IMMEDIATELY NOTIFY THE STRUCTURAL ENGINEER OF ANY DISCREPANCIES. REFER TO OTHER DISCIPLINE DRAWINGS FOR ADDITIONAL OPENINGS, SLEEVES, UNDER-FLOOR DUCTS, FLOOR DEPRESSIONS, ETC. NOT SHOWN ON THE STRUCTURAL DRAWINGS. COORDINATE LOCATION, SIZE, AND REINFORCEMENT OF ALL OPENINGS WITH RESPECTIVE TRADES BEFORE FABRICATION.
2. OLSSON SHALL NOT BE RESPONSIBLE FOR, NOR HAVE CHARGE OF, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS PROJECT AND SHALL NOT BE RESPONSIBLE FOR CONTRACTOR'S FAILURE TO CARRY OUT WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. OLSSON SHALL NOT BE RESPONSIBLE FOR, NOR HAVE CONTROL OVER, THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, ANY OF THEIR AGENTS OR EMPLOYEES, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR ALL TEMPORARY SHORING AND BRACING REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT. ALL SHORING AND BRACING MEMBERS AND CONNECTIONS SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE IMPOSED LOADS. TEMPORARY MEMBERS AND CONNECTIONS SHALL NOT BE REMOVED UNTIL PERMANENT MEMBERS ARE IN PLACE AND FINAL CONNECTIONS ARE MADE.
5. THE CONTRACTOR SHALL FOLLOW WRITTEN DIMENSIONS ONLY. DO NOT SCALE DRAWINGS.
6. NO FIELD MODIFICATIONS TO ANY STRUCTURAL COMPONENTS SHALL BE MADE WITHOUT PRIOR APPROVAL BY THE STRUCTURAL ENGINEER. THIS INCLUDES, BUT IS NOT LIMITED TO, REVISIONS DUE TO MIS-LOCATION, MISFIT, OR ANY OTHER CONSTRUCTION ERRORS.
7. NO OPENING SHALL BE PLACED IN ANY STRUCTURAL MEMBER (OTHER THAN AS INDICATED ON APPROVED SHOP DRAWINGS) UNTIL THE LOCATION HAS BEEN APPROVED BY THE STRUCTURAL ENGINEER.
8. PROVIDE SLEEVE LAYOUTS FOR ALL PENETRATIONS THROUGH CONCRETE STRUCTURAL MEMBERS FOR ALL TRADES. LAYOUTS ARE TO BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.
9. EMBEDDED ITEMS, SUCH AS PIPE SLEEVES, CONDUITS, AND INSERTS, SHALL BE IN PLACE BEFORE CONCRETE PLACEMENT.
10. ALL ROOF MOUNTED EQUIPMENT OR EQUIPMENT SUSPENDED FROM FLOORS OR ROOFS SHALL BE SUPPORTED BY BEAMS DESIGNATED FOR SUCH PURPOSE ONLY. IF NO SUPPORT HAS BEEN DESIGNATED, OR IF A QUESTION ARISES, NOTIFY THE STRUCTURAL ENGINEER PRIOR TO ERECTION OF EQUIPMENT.
11. ALL DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS ELSEWHERE UNLESS OTHERWISE NOTED. SEE THE GENERAL ARRANGEMENT DRAWINGS FOR DETAILS AND DIMENSIONS NOT INDICATED ON THE STRUCTURAL DRAWINGS.
12. MATERIALS AND EQUIPMENT SHALL BE STORED AND TRANSPORTED IN A MANNER SO AS NOT TO EXCEED THE ALLOWABLE CAPACITY OF THE CONSTRUCTION.
13. FOR LOCATIONS AND DIMENSIONS OF SLEEVES, CURBS, OPENINGS, AND DEPRESSIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS, SEE CIVIL, GENERAL ARRANGEMENT, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS. CONTRACTOR SHALL VERIFY AND COORDINATE LOCATION OF ABOVE ITEMS WHETHER SHOWN ON THE STRUCTURAL DRAWINGS OR NOT.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN AND PROVISION OF ANY AND ALL TEMPORARY BRACING AND SHORING AGAINST WIND, ERECTION AND ALL CONSTRUCTION LOADS UNTIL ALL ELEMENTS, MEMBERS, AND CONNECTIONS (FLOORS, ROOF, SHEAR WALLS, ETC), AS SHOWN ON THE CONTRACT DOCUMENTS ARE COMPLETELY INSTALLED. THE STRUCTURAL MEMBERS SHOWN ON THE CONTRACT DOCUMENTS ARE DESIGNED FOR THE ANTICIPATED LOADS THAT THE STRUCTURE WILL BE SUBJECTED TO ONLY AFTER ALL STRUCTURAL ELEMENTS ARE IN PLACE AND FINAL CONNECTIONS ARE COMPLETE.
15. THE ENGINEER HAS ASSUMED THAT THE EXISTING CONSTRUCTION WAS DESIGNED AND CONSTRUCTED IN CONFORMITY WITH GOOD PRACTICES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES AND PRECAUTIONS NECESSARY INCLUDING BRACING OR SHORING TO PREVENT DAMAGE AND/OR SETTLEMENT TO THE EXISTING STRUCTURE. FURTHERMORE, THEY SHALL AGREE TO ASSUME ALL RESPONSIBILITY FOR THE PRESERVATION OF THE EXISTING STRUCTURE.
16. IF DURING CONSTRUCTION, MOVEMENTS OR SETTLEMENTS OF THE EXISTING STRUCTURE ARE OBSERVED, TAKE PRECAUTIONS NECESSARY TO SECURE THE SAFETY OF THE SUBJECT AND/OR ADJOINING PREMISES, AND CONTACT THE ENGINEER.
17. THE EXISTING INFORMATION SHOWN ON THE DRAWINGS IS AS EXACT AS COULD BE SECURED INSOFAR AS BUILDING CONSTRUCTION AND EXISTING CONDITIONS ARE CONCERNED. EXTREME ACCURACY IS NOT GUARANTEED. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED FOR THE ASSISTANCE OF THE CONTRACTOR IN ACHIEVING THE END RESULTS. MANY OF THE DIMENSIONS AND CONDITIONS NOTED ON THE DRAWINGS ARE BASED ON INFORMATION OBTAINED FROM THE ORIGINAL DRAWINGS AND MAY OR MAY NOT BE CORRECT. EXACT LOCATIONS, MEASUREMENTS, DISTANCES, LEVELS, ETC. WILL BE GOVERNED BY CONDITIONS AT THE JOB SITE. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, INCLUDING EXISTING MEMBER SIZES, DIMENSIONS, AND ELEVATIONS WHICH AFFECT WORK TO BE PERFORMED AS PART OF THIS PROJECT, PRIOR TO ANY NEW CONSTRUCTION OR MATERIAL FABRICATION. ALL FIELD VERIFIED DIMENSIONS AND DISCREPANCIES MUST BE SHOWN ON THE STRUCTURAL SHOP DRAWINGS OR ON A SEPARATE SUBMITTAL SO THAT THE STRUCTURAL ENGINEER CAN MAKE ANY ADJUSTMENT IN MEMBER SIZES OR DETAILS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL CONSTRUCTION CHANGES WHICH ARE A RESULT OF EXISTING JOB SITE CONDITIONS, AND WHICH ARE NOT ACCURATELY DOCUMENTED FOR THE OWNER IMMEDIATELY AFTER THE CONTRACTOR'S FIELD VERIFICATION EFFORTS.

SHOP DRAWINGS

1. EACH SHOP DRAWING AND SUBMITTAL THAT HAS BEEN PREPARED BY THE GENERAL CONTRACTOR'S SUBCONTRACTOR SHALL BE REVIEWED, APPROVED, AND STAMPED BY THE SUBCONTRACTOR, PRIOR TO SUBMITTING TO THE STRUCTURAL ENGINEER FOR REVIEW.
2. THE GENERAL CONTRACTOR SHALL REVIEW ALL SUBMISSIONS FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS, MEANS, METHODS, TECHNIQUES, SEQUENCES, AND OPERATION OF CONSTRUCTION, TECHNICAL CONTENT, COORDINATION OF TRADES, DIMENSIONAL ACCURACY, SAFETY PRECAUTIONS AND PROGRAMS INCIDENTAL THERETO, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
3. ANY DEVIATIONS FROM THE ORIGINAL DESIGN OR DESIGN CRITERIA AS SPECIFIED ON THE "FOR CONSTRUCTION" DESIGN DOCUMENTS OF THE PROJECT SHALL BE BOLDLY NOTED AND CLOUDED ON THE SHOP DRAWINGS THAT ARE SUBMITTED FOR APPROVAL TO BRING TO THE EOR'S ATTENTION.
4. ALL CHANGES TO RESUBMITTED SHOP DRAWINGS SHALL BE CLOUDED.

FOUNDATIONS

1. !!STOP!! CALL BEFORE YOU DIG! THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "811" AND COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES. NOTIFY THE STRUCTURAL ENGINEER WHENEVER CONFLICTS ARE ENCOUNTERED. THE CONTRACTOR SHALL PROTECT ANY EXISTING UTILITIES FROM DAMAGE OR INTERRUPTION DURING CONSTRUCTION.
2. REFERENCE THE APPROVED GEOTECHNICAL INVESTIGATION REPORT PREPARED BY GTS, DATED 10-14-2020. THE CONTRACTOR SHALL OBTAIN A COPY OF THE REPORT AND ANY AVAILABLE ADDENDA OR SUPPLEMENTS. THE CONTRACTOR SHALL FAMILIARIZE THEMSELF WITH THE REPORT AND SHALL FOLLOW ALL CONCLUSIONS AND RECOMMENDATIONS CONTAINED IN THE REPORT.
3. BEAR FOOTINGS ON NATURAL SOILS OR SUITABLE COMPACTED FILL MATERIALS. ALL FOOTINGS HAVE BEEN DESIGNED FOR AN ALLOWABLE NET BEARING PRESSURE OF 2,500 PSF. NO FOOTINGS SHALL BE PLACED ON FROZEN SOILS.
4. A GEOTECHNICAL ENGINEER SHALL BE RETAINED FOR TESTING AND OBSERVATION DURING ALL EARTHWORK AND FOUNDATION CONSTRUCTION PHASES TO VERIFY THAT THE RECOMMENDATIONS OF THE SUBSOIL INVESTIGATION ARE BEING IMPLEMENTED. THE GEOTECHNICAL ENGINEER SHALL INSPECT ALL FOOTING EXCAVATIONS AND SLAB SUBGRADE IMMEDIATELY PRIOR TO PLACEMENT OF ANY CONCRETE AND SHALL TEST ALL FILL FOR PROPER COMPACTION.
5. REMOVE ALL TOPSOIL, RUBBLE, AND TREE ROOTS MORE THAN 2-INCH IN DIAMETER TO DEPTHS AND EXTENTS AS DIRECTED BY THE GEOTECHNICAL ENGINEER AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SOILS BELOW FOOTING LEVEL DISTURBED BY GRUBBING SHALL BE RECOMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
6. STRUCTURAL FILL MATERIALS SHALL CONSIST OF SUITABLE ON-SITE OR BORROW MATERIALS APPROVED BY THE GEOTECHNICAL ENGINEER AND COMPACTED TO DEPTHS AND EXTENTS AS DIRECTED BY THE GEOTECHNICAL REPORT AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. PLACE TEMPORARY SURCHARGE FILL ACROSS BUILDING FOOTPRINT PRIOR TO ANY EXCAVATION AS RECOMMENDED BY THE GEOTECHNICAL REPORT AND AS DIRECTED BY THE GEOTECHNICAL ENGINEER. REMOVE ONLY WHEN DIRECTED BY THE GEOTECHNICAL ENGINEER.
8. GENERAL CONTRACTOR SHALL COMPACT EXPOSED FOOTING BOTTOMS AND EXPOSED AGGREGATE PIER SURFACES WITH HAND-OPERATED, MECHANICAL COMPACTION EQUIPMENT AFTER EACH FOOTING EXCAVATIONS IS COMPLETED AND PRIOR TO PLACING STEEL OR CONCRETE.
9. SHOULD UNSUITABLE BEARING CONDITIONS BE ENCOUNTERED DURING EXCAVATION, NOTIFY THE OWNER, ARCHITECT, AND STRUCTURAL ENGINEER BEFORE CONTINUING WITH CONSTRUCTION.
10. THE CONTRACTOR MUST PROVIDE SURFACE DRAINAGE AND PUMPS TO PROTECT ALL EXCAVATION FROM FLOODING. FLOODING OF ANY EXCAVATION AFTER APPROVAL OF THE SUBGRADE WILL BE CAUSE FOR RE-PREPARATION AND RE-APPROVAL OF THE SUBGRADE.
11. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY WATER, FROST, OR ICE FROM PENETRATING ANY FOOTING OR SLAB SUBGRADE BEFORE AND AFTER PLACING OF CONCRETE AND UNTIL SUCH SUBGRADES ARE FULLY PROTECTED BY THE PERMANENT BUILDING STRUCTURE.
12. RECORDS OF ANY EXISTING SUBGRADE INTERFERENCES, OTHER THAN THOSE INTERFERENCES SHOWN OR INDICATED ON THE CIVIL CONSTRUCTION DOCUMENTS, ARE NOT CURRENTLY AVAILABLE. DURING EXCAVATION WORK, INTERFERENCES MAY BE DISCOVERED. CONTRACTOR SHALL DOCUMENT CONSTRUCTION-RELATED DIMENSIONS OF ALL INTERFERENCES. CONTRACTOR SHALL FURNISH THE ABOVE INFORMATION IN THE FORM OF DETAILED SKETCHES TO THE STRUCTURAL ENGINEER FOR REVIEW.
13. THE CONTRACTOR SHALL REVIEW ALL EXISTING SITE CONDITIONS AND THE GEOTECHNICAL REPORT AND ESTABLISH SPECIFIC "CONSTRUCTION PROCEDURES AND SEQUENCES" FOR THE EXCAVATION, COMPACTION, FILL, AND INSTALLATION OF THE NEW BUILDING FOUNDATION. SUBMIT THESE FOR REVIEW TO THE OWNER'S SOIL TESTING LABORATORY, OWNER'S REPRESENTATIVE, AND STRUCTURAL ENGINEER.
14. PER THE ABOVE REFERENCED REPORT, THE LATERAL EARTH PRESSURES ARE AS FOLLOWS:
    A. UNDRAINED ACTIVE EARTH PRESSURE:
        a. GRANULAR — 40 PCF
        b. CLAY/SHALE — 50 PCF
    B. UNDRAINED AT-REST EARTH PRESSURE:
        a. GRANULAR — 55 PCF
        b. CLAY/SHALE — 70 PCF
    C. PASSIVE EARTH PRESSURE: 750 PCF
15. FILL BELOW SLABS-ON-GRADE SHALL CONSIST OF CLEAN GRANULAR MATERIAL APPROVED BY THE GEOTECHNICAL ENGINEER AND PLACED AND COMPACTED AS DIRECTED BY THE GEOTECHNICAL ENGINEER AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
16. FLOWABLE FILL FOR USE AS FOUNDATION SUPPORT IS DEFINED AS CONTROLLED LOW STRENGTH MATERIAL (CLSM) CONFORMING TO THE RECOMMENDATIONS OF ACI 229R-99.
17. FLOWABLE FILL FOR USE AS FOUNDATION SUPPORT IS DEFINED AS CONTROLLED LOW STRENGTH MATERIAL (CLSM)
    A. FLOWABLE FILL IS NOT INTENDED TO BE EXCAVATABLE IN THE FUTURE.
    B. PROVIDE CONCRETE CONTRACTOR'S STANDARD MIX FOR FLOWABLE FILL THAT MEETS THE FOLLOWING REQUIREMENTS:
        a. CONFORM TO THE RECOMMENDATIONS OF ACI 229R-99.
        b. 28 DAY MINIMUM COMPRESSIVE STRENGTHS OF 100PSI.
        c. MIXTURE SHALL FLOW INTO PLACE AND CONSOLIDATE DUE TO ITS FLUIDITY WITHOUT VIBRATION OR PUDDLING ACTION.
        d. LIMIT SUBSIDENCE OF FLOWABLE FILL TO 1/8" PER FOOT OF DEPTH
        e. CURING PROCEDURES ARE NOT REQUIRED, BUT PROTECT FROM FREEZING UNTIL MIX HAS HARDENED.
18. REFER TO THE TESTING AND INSPECTION SECTION OF THESE NOTES FOR THE FOUNDATION TESTING AND INSPECTION REQUIREMENTS.

DEFERRED SUBMITTALS

THE FOLLOWING BUILDING COMPONENTS ARE TO BE DESIGNED BY THE COMPONENT SUPPLIER FOR THE LOADS INDICATED ON THIS AND OTHER SHEETS IN THESE DRAWINGS. THE DESIGN OF THESE COMPONENTS SHALL MEET ALL APPLICABLE CODES AND REQUIRED STANDARDS.

1. STEEL FRAMING CONNECTIONS NOT SPECIFICALLY DETAILED IN PROJECT ARE THE RESPONSIBILITY OF THE DELEGATED DESIGNER PRIOR TO STEEL FABRICATION. CALCULATION PACKAGE SHALL BE INCLUDED IN DELEGATED DESIGN PACKAGE FOR REVIEW BY THE EOR.
2. CANOPY ROOF FRAMING, FACIA PANELS, SOFFIT AND ASSOCIATED CONNECTIONS ARE THE RESPONSIBILITY OF THE CANOPY VENDOR.

STRUCTURAL CONCRETE

1. CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF:
    A. ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE"
    B. ACI 302.1R "GUIDE TO CONCRETE FLOOR AND SLAB CONSTRUCTION"
    C. ACI 304 "GUIDE FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE"
    D. ACI 311.1R "MANUAL OF CONCRETE INSPECTION"
    E. ACI 315R "GUIDE TO PRESENTING REINFORCING STEEL DESIGN DETAILS"
    F. ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
    G. ACI 347 "GUIDE TO FORMWORK FOR CONCRETE"
2. SUBMIT A CONCRETE MIX DESIGN FOR EACH CLASS OF CONCRETE FOR APPROVAL BY THE PROJECT ENGINEER. THE MIX DESIGN SHALL INCLUDE THE PROPORTIONS AND TEST RESULTS OR CERTIFICATIONS FOR ALL COMPONENTS OF THE MIX IN ACCORDANCE WITH THE LATEST ACI 301. SUBMIT DOCUMENTED RESULTS OF "FIELD TEST DATA" OR "TRIAL MIXTURES" IN ACCORDANCE WITH ACI 301 FOR EACH CLASS OF CONCRETE TO BE USED. THE MIX DESIGNS SHALL MEET THE GUIDELINES AS LISTED IN THE "MATERIAL DATA" SECTION, EXCEPT AS APPROVED BY THE PROJECT ENGINEER.
3. THE COARSE AGGREGATE IN NORMAL WEIGHT CONCRETE MIXES SHALL BE LIMESTONE AND THE LIMESTONE SHALL MAKE UP APPROXIMATELY 30% OF THE WEIGHT OF ALL THE AGGREGATE IN THE MIX, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
4. THE ADDITION OF WATER TO THE MIX ON SITE WILL NOT BE ALLOWED, UNLESS SPECIFICALLY APPROVED.
5. CONCRETE MAY NOT BE PLACED DURING FREEZING WEATHER UNLESS SUITABLY PROTECTED, PER ACI 306.1. CONFORM TO ACI 305.1 FOR HOT WEATHER CONCRETING.
6. FLY ASH (CLASS 'C') MAY REPLACE UP TO 25% OF PORTLAND CEMENT, MAXIMUM, EXCEPT AS NOTED FOR INTERIOR SLABS.
7. MINIMUM FLEXURAL STRENGTH, WHERE REQUIRED, SHALL BE TESTED IN ACCORDANCE WITH ASTM C78.
8. CURE SPECIFIC CONCRETE ELEMENTS FOR 72 HOURS AS INDICATED BELOW:
    SLABS-ON-GRADE: MEMBRANE FORMING COMPOUND
    STRUCTURAL SLABS: MEMBRANE FORMING COMPOUND
9. THE CONTRACTOR SHALL SUBMIT CHECKED, DETAILED REINFORCEMENT SHOP DRAWINGS SHOWING THE LOCATIONS AND DETAILING OF ALL FOOTINGS, WALLS, PIERS, BEAMS, COLUMNS, SLABS, CONSTRUCTION JOINTS, CONTROL JOINTS, ETC, PRIOR TO FABRICATION. DETAILS SHALL INCLUDE BAR SIZES, LAPS, SPACING, AND PLACEMENT.
10. THE MINIMUM CONCRETE COVER FOR CAST-IN-PLACE (NON-PRESTRESSED) CONCRETE SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
    A. CONCRETE CAST AGAINST/PERMANENTLY EXPOSED TO EARTH: 3"
    B. CONCRETE EXPOSED TO EARTH OR WEATHER:
        a. NO 6 THROUGH NO 18 BARS — 2"
        b. NO 5 BAR, W31 OR D31 WIRE, AND SMALLER — 1 1/2"
    C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
        a. SLABS, WALLS, JOISTS:
            • NO 14 AND NO 18 BARS — 1 1/2"
            • NO. 11 BAR AND SMALLER — 3/4"
        b. BEAMS, COLUMNS:
            • PRIMARY REINFORCEMENT — 1 1/2"
        c. TIES, STIRRUPS, SPIRALS — 1 1/2"
11. PROVIDE LAP SPLICES AS INDICATED BELOW UNLESS OTHERWISE NOTED IN THE DRAWINGS.

BAR SIZE	SPLICE LENGTH: TOP BARS*	SPLICE LENGTH: OTHER BARS
#3	1'-3"	1'-0"
#4	1'-8"	1'-3"
#5	2'-5"	1'-10"
#6	3'-4"	2'-7"
#7	4'-0"	3'-1"
#8	5'-0"	3'-11"
#9	6'-5"	4'-11"
#10	7'-10"	6'-1"
#11	9'-6"	7'-4"

* TOP BAR CONDITION OCCURS WHERE HORIZONTAL REINFORCEMENT IS PLACED SUCH THAT MORE THAN 12 INCHES OF FRESH CONCRETE IS CAST BELOW THE SPLICE.

12. CONCRETE WITH PORTLAND LIMESTONE CEMENT (PLC) MUST HAVE PERFORMANCE AT LEAST EQUIVALENT TO SPECIFIED CONCRETE WITH OPC, SUCH AS STRENGTH AND DURABILITY. THEREFORE, ITEMS SUCH AS LIMESTONE CONTENT AND PARTICLE SIZE DISTRIBUTION MAY NEED TO BE MODIFIED.
13. UNLESS DETAILED OTHERWISE, BEND DIAMETERS AND HOOK LENGTHS FOR "STANDARD HOOKS" USED FOR STIRRUPS, TIES, AND HOOPS SHALL BE AS SHOWN IN ACI 318-14, TABLE 25.3.2. BEND DIAMETERS AND HOOK LENGTHS FOR "STANDARD HOOKS" EMBEDDED INTO FOOTINGS SHALL BE PER TABLE 25.3.1. (SEE DRAWINGS FOR EMBEDMENT LENGTH OF HOOK INTO FOOTING).
14. ALL EXPOSED CONCRETE EDGES SHALL HAVE 3/4" CHAMFERS.

POST-INSTALLED ANCHORS

1. ADHESIVE ANCHORS:
    A. EPOXY:
        a. FOR CONCRETE BASE CONDITIONS: USE HILTI 'HIT-HY 200' ADHESIVE, UNLESS OTHERWISE SPECIFIED.
        b. FOR CONCRETE MASONRY BASE CONDITIONS: USE HILTI 'HY-70' ADHESIVE, UNLESS OTHERWISE SPECIFIED.
    B. MINIMUM EMBEDMENT SHALL BE 9 TIMES ANCHOR DIAMETER, UNLESS OTHERWISE SPECIFIED, OR LIMITED BY THICKNESS OF CONCRETE OR CONCRETE MASONRY.
    C. ANCHOR RODS TO BE HILTI 'HAS' THREADED ROD, UNLESS OTHERWISE SPECIFIED.
2. ALL POST-INSTALLED ANCHORS SHALL BE INSTALLED BY QUALIFIED INDIVIDUALS IN STRICT CONFORMANCE TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS INCLUDING FINISH, MINIMUM EMBEDMENT, ADHESIVE TYPES, RECOMMENDED ACCESSORIES FOR BASE CONDITIONS, AND CURE TIMES FOR WEATHER CONDITIONS.
3. ALL POST-INS

IBC SCHEDULE OF SPECIAL INSPECTION SERVICES

INSPECTION ITEM REQUIRED	FREQUENCY		CODE REFERENCE	REMARKS
	CONTINUOUS	PERIODIC		
GENERAL				
CONDUCT WEEKLY VISUAL OBSERVATIONS OF THE STRUCTURAL SYSTEMS FOR GENERAL CONFORMANCE TO THE CONSTRUCTION DOCUMENTS AND PREPARE WEEKLY REPORTS OF OBSERVATIONS DESCRIBING WORK PROGRESS AND NON-CONFORMING ITEMS		X		
EARTHWORK				
VERIFY MATERIAL BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY		X	IBC: TABLE 1705.6	
VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL		X	IBC: TABLE 1705.6	ALL FOOTING AND PILE CAP EXCAVATIONS SHALL BE OBSERVED AND APPROVED PRIOR TO CONCRETE PLACEMENT
PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS		X	IBC: TABLE 1705.6	TEST EACH SOURCE
DURING FILL PLACEMENT, VERIFY USE OF PROPOER MATERIALS AND PROCEDURES IN ACCORDANCE WITH THE PROVISIONS OF THE APPROVED GEOTECHNICAL REPORT. VERIFY DENSITIES AND LIFT THICKNESSES FURING PLACEMENT AND COMPACTION OF COMPACTED FILL	X		IBC: TABLE 1705.6	
DURING PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY		X	IBC: TABLE 1705.6	
OBSERVE PROOF ROLLING OF SUBGRADE PRIOR TO FILL PLACEMENT				COORDINATE FREQUENCY WITH GEOTECHNICAL REQUIREMENTS
TESTING AND EVALUATION OF IN-PLACE DENSITY OF COMPACTED FILL AS WORK PROGRESSES		X		ONE DENSITY TEST FOR EACH LIFT, DAYS OPERATION, OR 5000 SQ. FT. OF FILL AREA
INSPECT VAPOR RETARDER FOR CONFORMANCE WITH MANUFACTURERS WRITTEN INSTALLATION INSTRUCTIONS		X		

IBC SCHEDULE OF SPECIAL INSPECTION SERVICES

INSPECTION ITEM REQUIRED	FREQUENCY		CODE REFERENCE	REMARKS
	CONTINUOUS	PERIODIC		
CONCRETE & REINFORCING STEEL				
INSPECT REINFORCEMENT AND VERIFY PLACEMENT PRIOR TO CLOSING OF FORMS AND ARRIVAL OF CONCRETE TO THE JOB-SITE		X	ACI 318: CH. 20, 25.2, 25.3, 26.6.1-26.6.3	
REINFORCING BAR WELDING:				
a. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706		X	AWS D1.4 ACI 318: 26.6.4	
b. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16"		X		
c. INSPECT ALL OTHER WELDS	X			
OBSERVE & VERIFY PLACEMENT OF EMBEDDED BOLTS & RODS PRIOR TO CONCRETE PLACEMENT	X			
INSPECT ANCHORS CAST IN CONCRETE		X	ACI 318: 17.8.2	
INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS:				SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN APPROVED SOURCE IN ACCORDANCE WITH 17.8.2 IN ACI 318, OR OTHER QUALIFICATION PROCEDURES. WHERE NOT PROVIDED, SPECIAL INSPECTION REQUIREMENTS SHALL BE SPECIFIED BY THE REGISTERED DESIGN PROFESSIONAL AND SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO COMMENCEMENT OF THE WORK.
a. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY UP UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS	X		ACI 318: 17.8.2.4	
b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED ABOVE		X	ACI 318: 17.8.2	
VERIFY USE OF REQUIRED MIX DESIGN		X	IBC: 1904.1, 1904.2 ACI 318: CH. 19, 26.4.3, 26.4.4	
PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE	X		ASTM: C172, C31 ACI 318: 26.5, 26.12	ADDITIONAL CYLINDERS SHALL BE MADE AS NEEDED FOR EARLY FORM REMOVAL. NOTE: TWO 6X12 OR 4X8 CYLINDERS ARE REQUIRED FOR AN ACCEPTABLE TEST.
SAMPLE CONCRETE SPECIMENS FOR STRENGTH TESTS TO BE PERFORMED IN LAB. A MINIMUM OF FIVE (5) CYLINDERS SHALL BE MADE. TEST TWO AT 7 DAYS AND TWO AT 28 DAYS. THE 5TH CYLINDER SHALL BE HELD IN RESERVE	X			OBTAIN 1 COMPOSITE SAMPLE FOR EACH 100 YD^3 OR FRACTION THEREOF OF EACH CONCRETE MIX PLACED EACH DAY. WHEN FREQUENCY OF TESTING WILL PROVIDE FEWER THAN 5 COMPRESSIVE STRENGTH TESTS FOR EACH CONCRETE MIX, TESTING SHALL BE CONDUCTED FROM AT LEAST 5 RANDOMLY SELECTED BATCHES OR FROM EACH BATCH IF FEWER THAN 5 ARE USED.
PERFORM CONCRETE STRENGTH TESTING		X		
MAINTAIN A SPREADSHEET SHOWING DATE, SEQUENTIAL ORDER OF STRENGTH TEST RESULTS, AND INDICATE RUNNING AVERAGE	X		ACI 318 PAR. 6.2	
INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	X		ACI 318: 26.5	
VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES		X	ACI 318: 26.5.3-26.5.5	
VERIFY THAT THE NECESSARY DESIGN STRENGTH HAS BEEN REACHED PRIOR TO THE REMOVAL OF FORMS		X		
INSPECT CONCRETE FORMWORK FOR SHAPE, LOCATION, AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED		X	ACI 318: 26.11.1.2(b)	
VERIFY CORRECT MATERIAL USED, INCLUDING THE USE OF A706 IN WELDED SPLICES, IF ANY		X	AWS: D1.4	
MEASURE FLOOR FLATNESS AND LEVELNESS AS DIRECTED		X		
MEASURE FLOOR FLATNESS AND LEVELNESS AS DIRECTED		X	ACI 318: CH. 26.13.1.3	

IBC SCHEDULE OF SPECIAL INSPECTION SERVICES

INSPECTION ITEM REQUIRED	FREQUENCY		CODE REFERENCE	REMARKS
	CONTINUOUS	PERIODIC		
STRUCTURAL STEEL				
VISIT FABRICATION SHOP TO OBSERVE FABRICATION PROCEDURES		X		ONLY ONE INSPECTION IS REQUIRED UNLESS ON-SITE EVENTS INDICATE FURTHER INSPECTIONS ARE NECESSARY
VERIFY FABRICATOR CERTIFICATION		X		
VERIFY CORRECT STRUCTURAL STEEL MATERIAL DELIVERED TO JOB SITE.		X		
VERIFY WELDING PROCEDURE SPECIFICATIONS (WPSs) AVAILABLE	X		AISC 360: TABLE N5.4-1	
VERIFY MANUFACTURERS CERTIFICATIONS FOR WELDING CONSUMABLES AVAILABLE	X		AISC 360: TABLE N5.4-1	
VERIFY MATERIAL IDENTIFICATIONS (TYPE/GRADE)		X	AISC 360: TABLE N5.4-1	
OBSERVE WELDER IDENTIFICATION SYSTEM		X	AISC 360: TABLE N5.4-1	THE FABRICATOR OR ERECTOR, AS APPLICABLE, SHALL MAINTAIN A SYSTEM BY WHICH A WELDER WHO HAS WELDED A JOINT OR MEMBER CAN BE IDENTIFIED. STAMPS, IF USED, SHALL BE THE LOW-STRESS TYPE.
OBSERVE FIT-UP OF GROOVE WELDS (INCLUDING JOINT GEOMETRY) FOR JOINT PREPARATION, DIMENSIONS (ALIGNMENT, ROOT OPENING, ROOT FACE, BEVEL), CLEANLINESS (CONDITION OF STEEL SURFACES), TACKING (TACK WELD QUALITY AND LOCATION), BACKING TYPE AND FIT (IF APPLICABLE)		X	AISC 360: TABLE N5.4-1	
OBSERVE CONFIGURATION AND FINISH OF ACCESS HOLES		X	AISC 360: TABLE N5.4-1	
OBSERVE FIT-UP OF FILLET WELDS, DIMENSIONS (ALIGNMENT, GAPS AT ROOT), CLEANLINESS (CONDITION OF STEEL SURFACES), TACKING (TACK WELD QUALITY AND LOCATION)		X	AISC 360: TABLE N5.4-1	
OBSERVE USE OF QUALIFIED WELDERS		X	AISC 360: TABLE N5.4-1	
OBSERVE CONTROL AND HANDLING OF WELDING CONSUMABLES, (PACKAGING AND EXPOSURE CONTROL)		X	AISC 360: TABLE N5.4-2	
VERIFY NO WELDING OVER CRACKED TACK WELDS		X	AISC 360: TABLE N5.4-2	
OBSERVE ENVIRONMENTAL CONDITIONS (WIND SPEED WITHIN LIMITS, PRECIPITATION, AND TEMPERATURE)		X		
VERIFY WPS FOLLOWED (WELDING EQUIPMENT SETTINGS, TRAVEL SPEED, SELECTED WELDING MATERIALS, SHIELDING GAS TYPE/FLOW RATE, PREHEAT APPLIED, INTERPASS TEMPERATURE MAINTAINED [MIN/MAX], PROPER POSITION [F, V, H, OH])		X	AISC 360: TABLE N5.4-2	
OBSERVE WELDING TECHNIQUES (INTERPASS AND FINAL CLEANING, EACH PASS WITHIN PROFILE LIMITS AND EACH PASS MEETS QUALITY REQUIREMENTS)		X	AISC 360: TABLE N5.4-2	
VISUALLY INSPECT ALL WELDS FOR SIZE, LENGTH, AND LOCATION OF WELD.PROVIDE CONTINUOUS INSPECTION ON ALL FULL OR PARTIAL PENETRATION WELDS AND FILLET WELDS GREATER THAN 5/16"	X			
PERFORM ULTRASONIC TESTING ON ALL FULL PENETRATION WELDS	X		AISC 360: N5.5b	
VERIFY NO ARC STRIKES EXIST	X		AISC 360: TABLE N5.4-3	
VISUALLY INSPECT k-AREA, WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES, OR STIFFENERS HAS BEEN PERFORMED IN THE k-AREA, FOR CRACKS WITHIN 3" OF THE WELD	X		AISC 360: TABLE N5.4-3	
VERIFY REPAIR ACTIVITY ACCEPTABILITY AS APPLICABLE	X		AISC 360: TABLE N5.4-3	
DOCUMENT ACCEPTANCE OR REJECTION OF WELDED JOINTS OR MEMBERS	X		AISC 360: TABLE N5.4-3	
PERFORM MAGNETIC PARTICLE TESTING ON 20% OF ALL PARTIAL PENETRATION AND FILLET WELDS GREATER THAN 5/16"		X		
PERFORM MAGNETIC PARTICLE TESTING OR PENETRANT TESTING THERMALLY CUT SURFACES OF ACCESS HOLES WHERE THE FLANGE THICKNESS EXCEEDS 2 IN. FOR ROLLED SHAPES, OR WHEN THE WEB THICKNESS EXCEEDS 2 IN. FOR BUILT-UP SHAPES.		X		ANY CRACK SHALL BE DEEMED UNACCEPTABLE REGARDLESS OF THE SIZE OR LOCATION
VERIFY MANUFACTURER'S CERTIFICATIONS FOR FASTENER MATERIALS ARE AVAILABLE	X		AISC 360: TABLE N5.6-1	
VERIFY FASTENERS MARKED IN ACCORDANCE WITH ASTM REQUIREMENTS		X	AISC 360: TABLE N5.6-1	
VERIFY PROPER FASTENERS SELECTED FOR THE JOINT DETAIL (GRADE, TYPE, BOLT LENGTH IF THREADS ARE TO BE EXCLUDED FROM THE SHEAR PLANE)		X	AISC 360: TABLE N5.6-1	
VERIFY PROPER BOLTING PROCEDURE SELECTED FOR JOINT DETAIL		X	AISC 360: TABLE N5.6-1	
VERIFY CONNECTING ELEMENTS, INCLUDING THE APPROPRIATE FAYING SURFACE CONDITION AND HOLE PREPARATION, IF SPECIFIED, MEET APPLICABLE REQUIREMENTS		X	AISC 360: TABLE N5.6-1	

IBC SCHEDULE OF SPECIAL INSPECTION SERVICES

INSPECTION ITEM REQUIRED	FREQUENCY		CODE REFERENCE	REMARKS
	CONTINUOUS	PERIODIC		
STRUCTURAL STEEL (CONT'D)				
CONFIRM PRE-INSTALLATION VERIFICATION TESTING BY INSTALLATION PERSONNEL OBSERVED AND DOCUMENTED FOR FASTENER ASSEMBLIES AND METHODS USED		X	AISC 360: TABLE N5.6-1	
VERIFY PROPER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS		X	AISC 360: TABLE N5.6-1	
VERIFY FASTENER ASSEMBLIES, OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF REQUIRED) ARE POSITIONED AS REQUIRED		X	AISC 360: TABLE N5.6-2	
VERIFY JOINT BROUGHT TO SNUG-TIGHT CONDITION PRIOR TO THE PRETENSIONING OPERATION		X	AISC 360: TABLE N5.6-2	
VERIFY FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATING		X	AISC 360: TABLE N5.6-2	
VERIFY FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH THE RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE EDGES		X	AISC 360: TABLE N5.6-2	
DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS		X	AISC 360: TABLE N5.6-3	
OBSERVE AND TEST ALL FIELD APPLIED HEADED STUDS	X			VERIFY CORRECT NUMBER, LOCATION, AND WELDING
DOCUMENT ACCEPTANCE OR REJECTION OF STEEL ELEMENTS	X			
METAL DECK				
VERIFY COMPLIANCE OF MATERIALS (DECK AND ALL DECK ACCESSORIES) WITH CONSTRUCTION DOCUMENTS, INCLUDING PROFILES, MATERIAL, PROPERTIES, AND BASE METAL THICKNESS	X		SDI MOC3: TABLE 1.1	
DOCUMENT ACCEPTANCE OR REJECTION OF DECK AND DECK ACCESSORIES	X		SDI MOC3: TABLE 1.1	
VERIFY COMPLIANCE OF DECK AND ALL DECK ACCESSORIES INSTALLATION WITH CONSTRUCTION DOCUMENTS		X	SDI MOC3: TABLE 1.2	
VERIFY DECK MATERIALS ARE REPRESENTED BY THE MILLS CERTIFICATIONS THAT COMPLY WITH THE CONSTRUCTION DOCUMENTS		X	SDI MOC3: TABLE 1.2	
DOCUMENT ACCEPTANCE OR REJECTION OF INSTALLATION OF DECK AND DECK ACCESSORIES	X		SDI MOC3: TABLE 1.2	
OBSERVE WELDING PROCEDURE SPECIFICATIONS (WPS), MANUFACTURER CERTIFICATIONS FOR WELDING CONSUMABLES, MATERIAL IDENTIFICATION (TYPE/GRADE), AND WELDING EQUIPMENT TO BE USED.		X	SDI MOC3: TABLE 1.3	
OBSERVE USE OF QUALIFIED WELDERS, CONTROL AND HANDLING OF WELDING CONSUMABLES, ENVIRONMENTS CONDITIONS (WIND SPEED, MOISTURE, TEMPERATURE), AND WPS FOLLOWED		X	SDI MOC3: TABLE 1.4	
VERIFY SIZE AND LOCATION OF WELDS, INCLUDING SUPPORT, SIDELAP, AND PERIMETER WELDS		X	SDI MOC3: TABLE 1.5	
VERIFY WELDS MEET VISUAL INSPECTION CRITERIA		X	SDI MOC3: TABLE 1.5	
VERIFY REPAIR ACTIVITIES AS APPLICABLE		X	SDI MOC3: TABLE 1.5	
DOCUMENT ACCEPTANCE OR REJECTION OF WELDS	X		SDI MOC3: TABLE 1.5	
OBSERVE MANUFACTURER INSTALLATION INSTRUCTIONS, PROPER TOOLS, AND PROPER STORAGE FOR MECHANICAL FASTENERS		X	SDI MOC3: TABLE 1.6	
VERIFY FASTENERS POSITIONED AS REQUIRED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER INSTRUCTIONS		X	SDI MOC3: TABLE 1.7	
VERIFY SPACING, TYPE, AND INSTALLATION OF SUPPORT, SIDELAP, AND PERIMETER FASTENERS		X	SDI MOC3: TABLE 1.8	
VERIFY REPAIR ACTIVITIES AS APPLICABLE		X	SDI MOC3: TABLE 1.8	
DOCUMENT ACCEPTANCE OR REJECTION OF MECHANICAL FASTENERS	X		SDI MOC3: TABLE 1.8	

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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.20515
01/15/2026
WESLEY BULLOCK

REVISIONS

REV NO	DATE	REVISION DESCRIPTION

SPECIAL INSPECTIONS 1

CITY OF FAYETTEVILLE PD FUEL CANOPY

2026

FAYETTEVILLE, ARKANSAS

drawn by: MSF
checked by: WOB
project no.: 025-06937
date 01/15/2026

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TESTING AND INSPECTIONS

1. THE TESTING AGENCY SHALL BE RETAINED BY THE OWNER.

2. THE TESTING AGENCY SHALL BE THE "SPECIAL INSPECTOR".

3. THE TESTING AGENCY SHALL SUBMIT TO THE ARCHITECT THREE COPIES OF WEEKLY REPORTS OF THE TESTS AND INSPECTIONS CONDUCTED DURING THE WEEK. THE REPORTS SHALL STATE IF THE TESTS AND INSPECTIONS MET THE PROJECT REQUIREMENTS AND, IF NOT, WHAT FOLLOW-UP TESTS OR INSPECTIONS WILL BE MADE.

4. AT THE END OF THE PROJECT, THE TESTING AGENCY SHALL SUBMIT THREE COPIES OF A SUMMARY REPORT OF ALL TESTS AND INSPECTIONS MADE TO THE ARCHITECT AND ONE COPY OF ALL TESTS AND INSPECTIONS MADE TO THE LOCAL BUILDING OFFICIAL. THE SUMMARY REPORT SHALL STATE THAT THE TESTS AND INSPECTIONS MET THE PROJECT REQUIREMENTS. ANY TEST OR INSPECTION THAT FAILED TO MEET PROJECT REQUIREMENTS SHALL BE NOTED. SUBMIT COPIES OF CORRESPONDENCE SHOWING ACCEPTANCE OR REJECTION OF THE MATERIAL OR WORKMANSHIP THAT FAILED TESTS OR INSPECTIONS.

FOUNDATION INSPECTION

1. ALL FOUNDATION EXCAVATIONS SHALL BE OBSERVED AND TESTED BY A REPRESENTATIVE OF A QUALIFIED GEOTECHNICAL ENGINEERING FIRM. DAILY REPORTS OF OBSERVATIONS SHALL BE PREPARED. ALL REPORTS ARE TO BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW. THE REQUIRED TEST TYPE AND FREQUENCY SHALL BE AS SPECIFIED IN THE PROJECT SPECIFICATIONS.

2. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL TESTING AND INSPECTION REQUIREMENTS.

REINFORCED CONCRETE INSPECTION

1. PROVIDE CONTINUOUS INSPECTION OF THE FOLLOWING:
   A. ANCHOR RODS OR OTHER BOLTS INSTALLED IN CONCRETE PRIOR TO AND DURING PLACEMENT OF CONCRETE.
   B. SAMPLING OF FRESH CONCRETE FOR SLUMP, AIR CONTENT AND TEMPERATURE AT THE TIME OF MAKING SPECIMENS FOR STRENGTH TESTS.
   C. CONCRETE PLACEMENT.

2. PROVIDE PERIODIC INSPECTION AND VERIFICATION OF THE FOLLOWING:
   A. REINFORCING STEEL PLACEMENT INCLUDING REINFORCING SIZE, LENGTHS, POSITION, SHAPES, SPACING, NUMBER OF BARS, REINFORCING TYPE, GRADE, FINISH, CLEANNESS, AND CONCRETE COVER TO FORMWORK AND TO TOP OF SLABS.
   B. BAR SUPPORT TYPE, FINISH, AND LOCATION AND HEIGHT OF BAR SUPPORT.
   C. CONDITION OF REINFORCING AND SUPPORTS, CHECKING FOR DAMAGE INCLUDING BENDS NOT DETAILED, EXCESSIVE RUST, AND REPAIR OF COATINGS.
   D. PLACEMENT OF ADDITIONAL STEEL AS REQUIRED BY DETAILS AT OPENINGS, SLEEVES, EDGE OF SLABS, AND OTHER TYPICAL DETAILS.
   E. USE OF REQUIRED CONCRETE MIX.
   F. MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.

3. TESTING FREQUENCY: OBTAIN ONE COMPOSITE SAMPLE FOR EACH 100 CUBIC YARDS OR FRACTION THEREOF OF EACH CONCRETE MIX PLACED EACH DAY. WHEN FREQUENCY OF TESTING WILL PROVIDE FEWER THAN FIVE COMPRESSIVE STRENGTH TESTS FOR EACH CONCRETE MIX, TESTING SHALL BE CONDUCTED FROM AT LEAST FIVE RANDOMLY SELECTED BATCHES OR FROM EACH BATCH IF FEWER THAN FIVE ARE USED.

4. PERFORM THE FOLLOWING TESTS:
   A. SLUMP: ASTM C 143; ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIX. PERFORM ADDITIONAL TESTS WHEN CONCRETE CONSISTENCY APPEARS TO CHANGE.
   B. AIR CONTENT: ASTM C 231, PRESSURE METHOD, FOR NORMAL WEIGHT CONCRETE; ASTM C 173, VOLUMETRIC METHOD, FOR LIGHTWEIGHT CONCRETE; ONE TEST FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIX.
   C. CONCRETE TEMPERATURE: ASTM C 1064; ONE TEST HOURLY WHEN AIR TEMPERATURE IS 40 DEG F AND BELOW AND WHEN 80 DEG F AND ABOVE, AND ONE TEST FOR EACH COMPOSITE SAMPLE.
   D. UNIT WEIGHT: ASTM C 567; FRESH UNIT WEIGHT OF LIGHTWEIGHT CONCRETE; ONE TEST FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIX.
   E. COMPRESSIVE TEST SPECIMENS: ASTM C 31; CAST AND LABORATORY CURE ONE SET OF FIVE STANDARD CYLINDER SPECIMENS FOR EACH COMPOSITE SAMPLE. CAST AND FIELD CURE ONE SET OF THREE STANDARD CYLINDER SPECIMENS FOR EACH COMPOSITE SAMPLE.
   F. COMPRESSIVE-STRENGTH TESTS: ASTM C39; TEST TWO LABORATORY CURED SPECIMENS AT 7 DAYS AND TWO AT 28 DAYS. RESERVE ONE CYLINDER FOR FURTHER TESTING IF NECESSARY. TEST ONE FIELD CURED SPECIMEN AT 7 DAYS AND TWO AT 28 DAYS. WHEN STRENGTH OF FIELD CURED CYLINDERS IS LESS THAN 85% OF COMPANION LABORATORY CURED CYLINDERS, CONTRACTOR SHALL EVALUATE OPERATIONS AND METHODS.

5. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL TESTING AND INSPECTION REQUIREMENTS

STRUCTURAL STEEL INSPECTION

1. SHOP INSPECTIONS
   A. MATERIAL VERIFICATION OF STRUCTURAL STEEL:
      a. IDENTIFICATION OF MARKINGS TO CONFORM TO STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.
      b. SUBMIT COPIES OF MANUFACTURER'S CERTIFIED MILL TEST REPORTS.

   B. WELDING:
      a. REVIEW WELDING PROCEDURES.
      b. VERIFY WELD FILLER MATERIALS.
      c. PROVIDE CONTINUOUS INSPECTIONS AND TESTS OF THE FOLLOWING:
         - COMPLETE AND PARTIAL PENETRATION GROOVE WELDS.
         - MULTI-PASS FILLET WELDS.
         - SINGLE-PASS FILLET WELDS GREATER THAN 5/16".
      d. PROVIDE PERIODIC INSPECTIONS FOR SINGLE-PASS FILLET WELDS LESS THAN 5/16".
      e. TESTS:
         - PROVIDE VISUAL INSPECTION OF ALL WELDS.
         - CHECK 15% OF ALL FILLET WELDS AND PARTIAL PENETRATION WELDS WITH MAGNETIC PARTICLE OR DYE PENETRATION TESTS.
         - PROVIDE ULTRASONIC TESTING ON 100% OF ALL FULL PENETRATION WELDS.

   C. BOLTING:
      a. VERIFY HIGH-STRENGTH BOLT, NUT AND WASHER MATERIALS.
         - IDENTIFY MARKINGS TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.
         - SUBMIT COPIES OF MANUFACTURER'S CERTIFICATES OF COMPLIANCE.
      b. PROVIDE CONTINUOUS INSPECTION OF SLIP-CRITICAL CONNECTIONS. SLIP-CRITICAL BOLTS SHALL BE TIGHTENED BY THE "TURN OF THE NUT" METHOD.
      c. PROVIDE PERIODIC INSPECTION OF BEARING TYPE CONNECTIONS.
      d. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL TESTING AND INSPECTION REQUIREMENTS.

2. FIELD INSPECTION
   A. INSPECTION OF STEEL FRAME FOR COMPLIANCE WITH APPROVED CONSTRUCTION DOCUMENTS.
      a. MEMBER LOCATIONS.
      b. DETAILS, INCLUDING BRACING AND STIFFENING ELEMENTS.
      c. APPLICATION OF JOINT DETAILS AT EACH CONNECTION.
   B. WELDING:
      a. REVIEW WELDING PROCEDURES.
      b. VERIFY WELD FILLER MATERIALS.
      c. PROVIDE CONTINUOUS INSPECTIONS AND TESTS OF THE FOLLOWING:
         - COMPLETE AND PARTIAL PENETRATION GROOVE WELDS.
         - MULTI-PASS FILLET WELDS.
         - SINGLE-PASS FILLET WELDS GREATER THAN 5/16".
      d. PROVIDE PERIODIC INSPECTIONS FOR SINGLE-PASS FILLET WELDS LESS THAN 5/16".
      e. TESTS:
         - PROVIDE VISUAL INSPECTION OF ALL WELDS.
         - CHECK 15% OF ALL FILLET WELDS AND PARTIAL PENETRATION WELDS WITH MAGNETIC PARTICLE OR DYE PENETRATION TESTS.
         - PROVIDE ULTRASONIC TESTING ON 100% OF ALL FULL PENETRATION WELDS.
   C. BOLTING:
      a. VERIFY HIGH-STRENGTH BOLT, NUT, AND WASHER MATERIALS.
         - IDENTIFY MARKINGS TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.
         - SUBMIT COPIES OF MANUFACTURER'S CERTIFICATES OF COMPLIANCE.
      b. PROVIDE CONTINUOUS INSPECTION OF SLIP-CRITICAL CONNECTIONS. SLIP-CRITICAL BOLTS SHALL BE TIGHTENED BY THE "TURN OF THE NUT" METHOD.
      c. PROVIDE PERIODIC INSPECTION OF BEARING TYPE CONNECTIONS.
   D. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL TESTING AND INSPECTION REQUIREMENTS.

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FAX 479.443.4340
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Arkansas COA #1010

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.20515
WESLEY BULLOCK
1/15/2026

REVISIONS

REV NO.	DATE	REVISION DESCRIPTION

SPECIAL INSPECTIONS 2

CITY OF FAYETTEVILLE PD FUEL CANOPY

FAYETTEVILLE, ARKANSAS

2026

drawn by: MSF
checked by: WOB
project no.: 025-06937
date 01/15/2026

SHEET
S0.3

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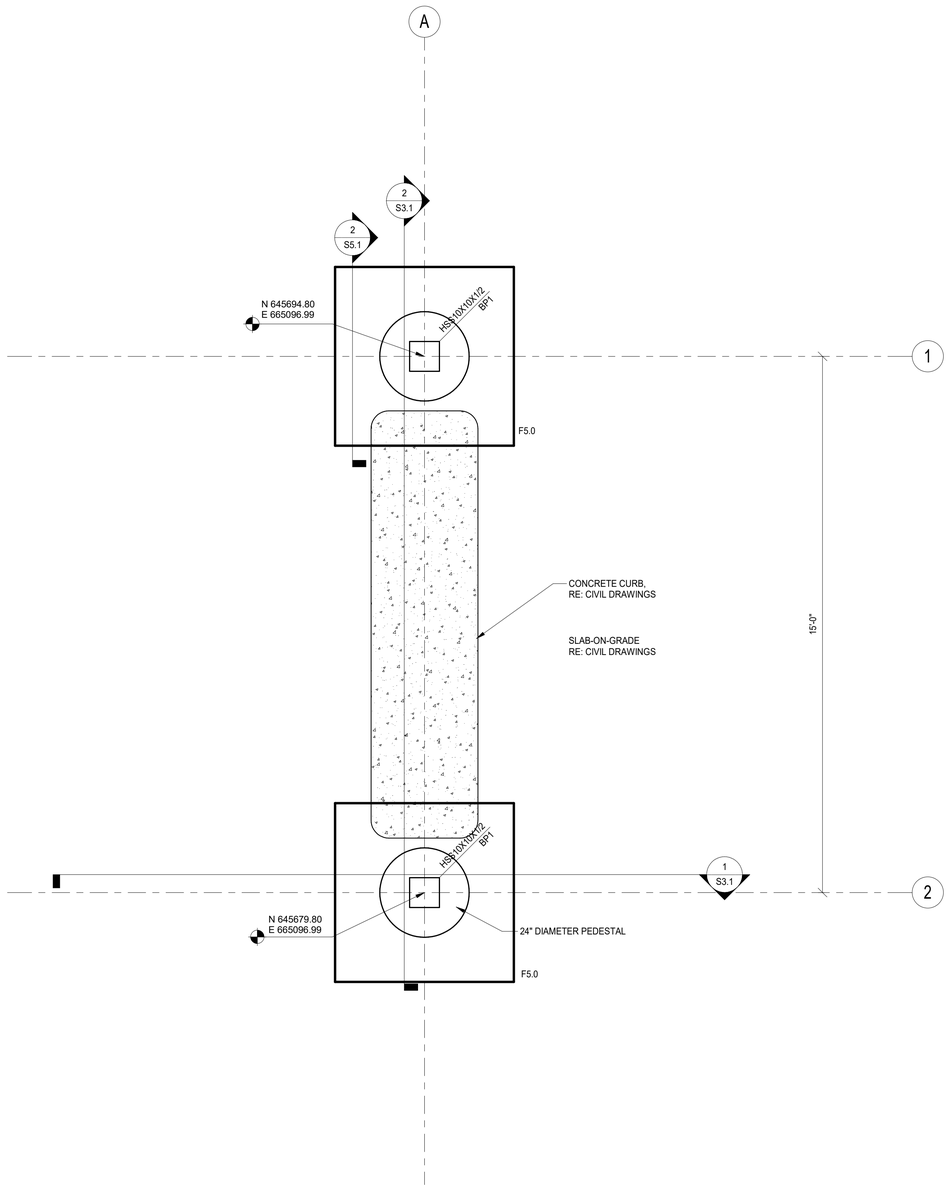
FOUNDATION NOTES:

1. TOP OF FOOTING ELEVATION = 1266.50'
2. SEE S0.1-S0.3 FOR GENERAL NOTES AND SPECIAL INSPECTIONS
3. SEE S5.1 FOR STRUCTURAL DETAILS.
4. COORDINATE SIZE AND LOCATION OF CONCRETE CURB WITH CIVIL DRAWINGS.

ISOLATED FOOTING SCHEDULE

TYPE	LENGTH	WIDTH	THICKNESS	REINFORCING
F5.0	5'-0"	5'-0"	36"	(6) #5 BARS EW T&B



NORTH

1 FOUNDATION PLAN

SCALE: 1/2" = 1'-0"

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No.20515
WESLEY BULLOCK
01/15/2026

REVISIONS

REV. NO.	DATE	REVISION DESCRIPTION

FOUNDATION PLAN

CITY OF FAYETTEVILLE PD FUEL CANOPY

FAYETTEVILLE, ARKANSAS

2026

drawn by: MSF
checked by: WOB
project no.: 025-06937
date 01/15/2026

SHEET
S1.1

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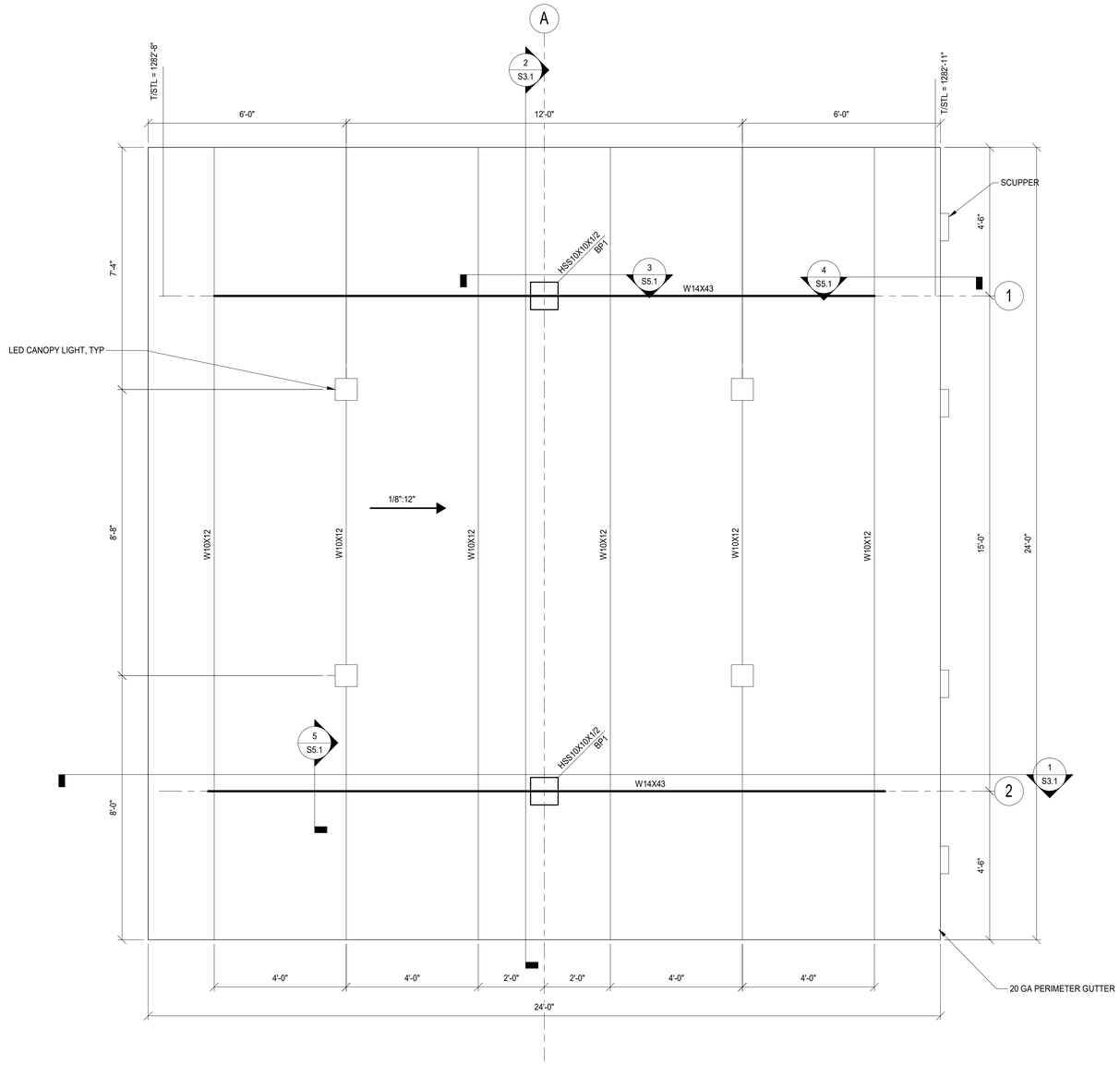
FRAMING NOTES & SPECIFICATIONS
1. TOP OF COLUMN ELEVATION = 1281.50'
2. CANOPY TO BE DELEGATED DESIGN BY OTHERS
3. FASCIA PANELS TO BE 36" TALL R-PANELS (24 GAUGE). ALL MATERIAL INCLUDING FASTENERS TO BE KYNAR STONE GRAY.

LIGHTING NOTES:
1. LIGHTS ARE TO BE DOWN ALLUMINARES
2. LIGHTING CONDUIT IS TO GO DOWN CANOPY COLUMN AND BACK TO THE BUILDING.
3. WIRING, CONDUITS, CIRCUITS AND BREAKERS FOR LIGHTING TO BE INCLUDED AS PART OF CANOPY SUBMITTAL PACKAGE.



NORTH

1 FRAMING PLAN

SCALE: 1/2" = 1'-0"

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No.20515
1/15/2026
WESLEY BULLOCK

REVISIONS

REV NO	DATE	REVISION DESCRIPTION

ROOF FRAMING PLAN

CITY OF FAYETTEVILLE PD FUEL CANOPY

FAYETTEVILLE, ARKANSAS

2026

drawn by: MSF
checked by: WOB
project no.: 025-06937
date 01/15/2026

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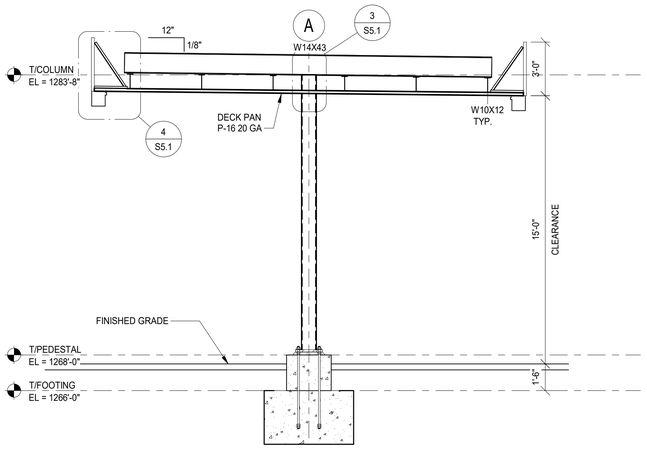
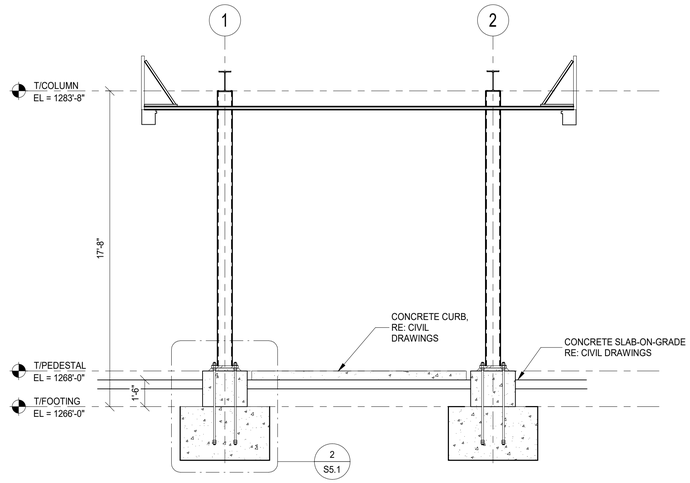


1 SECTION

SCALE: 1/4" = 1'-0"



2 SECTION

SCALE: 1/4" = 1'-0"

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No.20515
WESLEY BULLOCK
01/15/2026

REVISIONS

REV. NO.	DATE	REVISION DESCRIPTION

STRUCTURAL SECTIONS

CITY OF FAYETTEVILLE PD FUEL CANOPY

FAYETTEVILLE, ARKANSAS

2026

drawn by: MSF
checked by: WOB
project no.: 025-06937
date 01/15/2026

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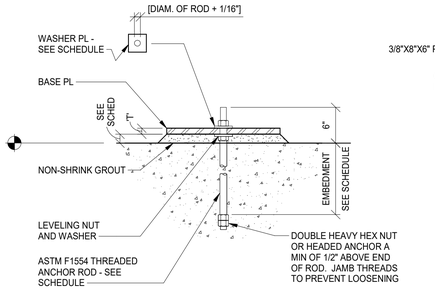
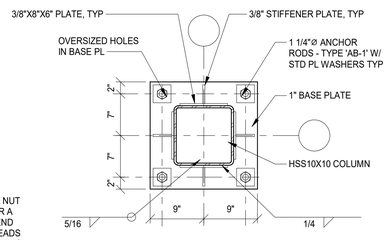


NOTE: DETAIL IS REPRESENTATIVE ONLY



TYPE BP1
HSS8X8

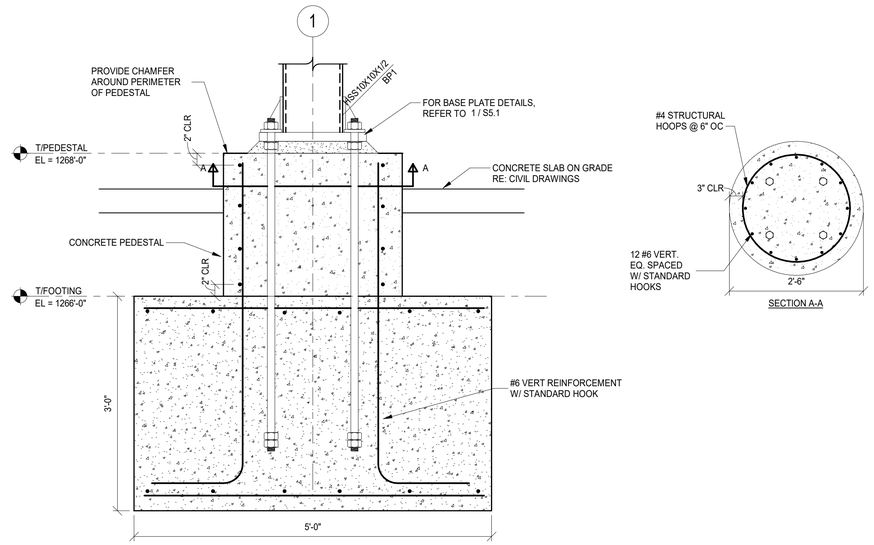
TYPICAL CAST-IN-PLACE ANCHOR ROD DETAIL

ANCHOR ROD SCHEDULE						
TYPE	ROD ø	ROD GRADE	EMBED	WASHER PL	MAX BP HOLE ø	GROUT THICKNESS
AB-1	1 1/4"ø	55	2'-0"	3"X3"X3/8"	1 7/8"	2"

NOTES:
1. SEE PLAN OR SCHEDULE FOR COLUMN SIZES AND BASE PLATE TYPES.
2. IF NO WELD IS SHOWN ON WASHER PLATES, THE PLATE WASHERS MAY BE CIRCULAR AT FABRICATOR'S OPTION. PLATE THICKNESS TO REMAIN AS SCHEDULED. THE MINIMUM OVERALL DIAMETER SHALL BE THE SAME AS THE SQUARE EDGE DIMENSION SHOWN.
3. GRADE 55 ANCHOR ROD MATERIAL SHALL INCLUDE SUPPLEMENT S1 FOR WELDABILITY.
4. ANCHOR EMBEDMENT NOTED IS DEPTH INTO FOOTING BELOW PEDESTAL.

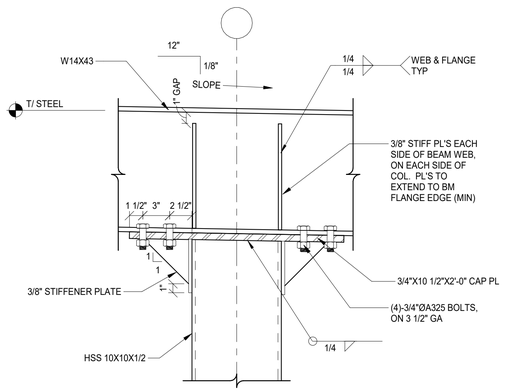
1 COLUMN BASE PLATE

SCALE: 1" = 1'-0"

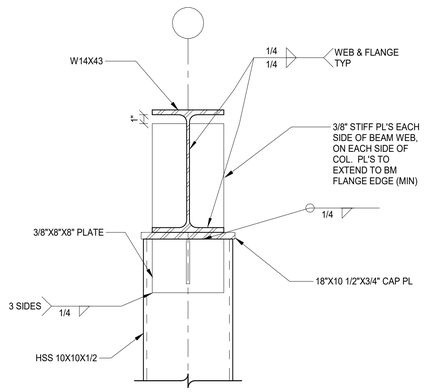


2 FOUNDATION DETAIL

SCALE: 1" = 1'-0"



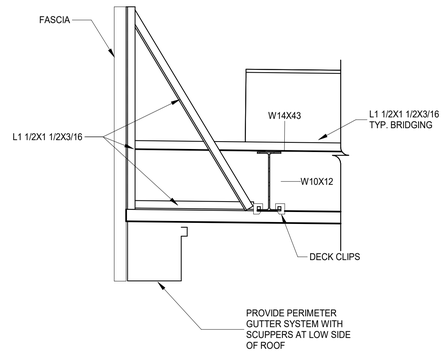
FRONT VIEW



SIDE VIEW

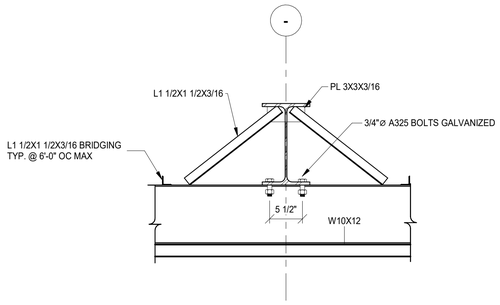
3 TYPICAL BEAM BEARING ON HSS COLUMN

SCALE: 1 1/2" = 1'-0"



4 FASCIA BRACE

SCALE: 1" = 1'-0"



5 BEAM BRACE

SCALE: 1" = 1'-0"

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LICENSED PROFESSIONAL ENGINEER
No.20515
WESLEY BULLOCK
01/15/2026

REVISIONS

REV. NO.	DATE	REVISION DESCRIPTION

STRUCTURAL DETAILS 1

CITY OF FAYETTEVILLE PD FUEL CANOPY

FAYETTEVILLE, ARKANSAS

2026

drawn by: MSF
checked by: WOB
project no.: 025-06937
date 01/15/2026

SHEET
S5.1

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Bid 26-25 Addendum 1
Southern Brothers Construction
Supplier Response

Event Information

Number: Bid 26-25 Addendum 1
Title: Construction - FPD Fueling Station
Type: Invitation to Bid
Issue Date: 2/8/2026
Deadline: 3/5/2026 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed contractors to construct a fueling station located at the Fayetteville Police Department. 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: Procurement
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 3/5/2026 01:28:50 PM (CT)

Requested Attachments

Signature Forms for Bid 26-25

FPD Fuel Station Signature Pages.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 26-25

FPD Fuel Station Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. The Bid Bond must be signed by both the bidder and the surety company to be considered valid. An invalid Bid Bond shall be grounds for bid rejection.
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.* 3069280327
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	Mobilization (Shall not exceed 5% of the base bid price, excluding Bonds and Insurance and Trench and Excavation Safety)	Quantity: 1	UOM: LS	Price:	$5,429.31	Total: $5,429.31
2	Bonds and Insurance	Quantity: 1	UOM: LS	Price:	$9,048.85	Total: $9,048.85
3	Trench and Excavation Safety	Quantity: 1	UOM: LS	Price:	$5,000.00	Total: $5,000.00
4	Construction of FPD Fueling Station	Quantity: 1	UOM: LS	Price:	$161,498.84	Total: $161,498.84

Response Total: $180,977.00

CITY OF
FAYETTEVILLE
ARKANSAS

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 Procurement 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 Procurement 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 Requested:

- AR Secretary of State Filing #: 811143594 OR submit electronically.
- Arkansas Contractor License #: 3069280327 OR submit electronically.
- SAM Unique Entity Identifier #: SCV4K83VL3L7 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 02
BID FORM

Bid Number: 26-25, Construction – FPD Fueling Station

BID TO:

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

BID FROM:

Bidder: Southern Brothers Construction, LLC
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 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:

Number	Date
Addendum #1	02/20/2026

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

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

C. 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 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.

E. 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.

F. Bidder has given 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 Purchasing Division is acceptable to Bidder.

G. 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.

H. 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.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $_____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 – CONTRACT TIMES

4.01 Bidder 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 $ 500.00 for each consecutive calendar day thereafter will be assessed.

4.02 Determination of Contract Time

A. General

The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract and will be known as the "Contract Time". The contract time will be specified as calendar days.

The Contractor shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

The Park Planning Superintendent will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the Contractor shall complete this work in a timely manner or the Park Planning will resume time charges.

B. Calendar Day

Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events, on a monthly basis, are:

Month	Days
January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

4.03 No changes in contract times will be allowed for any reason without a request in writing from the contractor. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the contractor's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted to the Park Planning Superintendent every week on Friday to be considered. No compensation will be made for monetary damages due to weather delay(s).

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on March 5th, 2026.

Arkansas State Contractor License No. 3069280327

A CORPORATION

Corporation Name: Southern Brothers Construction (SEAL)

State of Incorporation: Arkansas

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

By: Ben Warren
(Signature – attach evidence of authority to sign)

Name (type or printed): Ben Warren

Title: Estimator
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: 2156 E Emma Ave
Springdale, AR 72764

Phone No.: (479) 313-7120 FAX No.: _____

Tax ID No.: 811143594 UEI No.: SCV4K83VL3L7

END OF SECTION 02 – BID FORM

SECTION 03
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:

BID 26-25, CONSTRUCTION – FPD FUELING STATION

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition	Avilas Concrete Construction 1470 Lariat Cir, Centerton, AR 72719	25%
Mechanical		
Plumbing		
Electrical	Big Red Electric	18%
Roofing/Sheet Metal	McGee Corporation 12100 Stallings Commerce Dr. Matthews, NC 28105	27%
Other (designate) Concrete	Avilas Concrete Construction 1470 Lariat Cir, Centerton, AR 72719	30%

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

Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-25, CONSTRUCTION – FPD FUELING STATION

SECTION 04

CONTRACTOR REFERENCES

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: Southern Brothers Construction, LLC

NUMBER OF YEARS IN BUSINESS: 8 HOW LONG IN PRESENT LOCATION: 8

TOTAL NUMBER OF CURRENT EMPLOYEES: 18 FULL TIME 18 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 3 FULL TIME 3 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Dec Investors
COMPANY NAME

Cave Springs, AR 72718
CITY, STATE, ZIP

Dan Christensen
CONTACT PERSON

815-202-1914
TELEPHONE

1-23-26
DATE COMPLETED

dan@decinvestors.com
E-MAIL ADDRESS

2. Springdale School District
COMPANY NAME

Springdale, AR
CITY, STATE, ZIP

Dr. Jared Cleveland
CONTACT PERSON

479-750-8800
TELEPHONE

6-9-2025
DATE COMPLETED

Jcleveland@sdale.org
E-MAIL ADDRESS

3. 3T's Investment
COMPANY NAME

3462 W Pleasant Grove Rd
CITY, STATE, ZIP

LeAnne Teufel
CONTACT PERSON

870-759-1214
TELEPHONE

10-23-26
DATE COMPLETED

Lgteufel@gmail.com
E-MAIL ADDRESS

4. City of Fayetteville Transfer Station
COMPANY NAME

Fayetteville, AR 72701
CITY, STATE, ZIP

Peter Nierengarten
CONTACT PERSON

479-575-8272
TELEPHONE

4-3-26
DATE COMPLETED

pnierengarten@Fayetteville-ar.gov
E-MAIL ADDRESS

SECTION 05
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Southern Brothers Construction, LLC

2156 E Emma Avenue

Springdale, AR 72764

as Principal, hereinafter called the Principal, and

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main St., Suite 800

Kansas City, MO 64105

a corporation duly organized under the laws of the State of Missouri 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 Five Percent of the Total Amount Bid $180,977 Dollars ($ 5%), 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:

BID **26-25, CONSTRUCTION – FPD FUELING STATION**

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:
BID 26-25, CONSTRUCTION – FPD FUELING STATION

Signed and sealed this 5th day of March 20 26 .

PRINCIPAL (CORPORATE SEAL)

Southern Brothers Construction, LLC

By _____

J. Brock Posey

SURETY

Swiss Re Corporate Solutions America Insurance Corporation

By Suzanne Elizabeth Niedzwiedz

Suzanne Elizabeth Niedzwiedz

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

END OF SECTION 05

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."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI NONCORPORATION

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI NONCORPORATION

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

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

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

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

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

State of Illinois
County of Cook ss

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 SPCSPIC 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.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 28, 2026

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 5th day of March, 20 26.

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-562

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Ted Jack, Park Planning Superintendent

SUBJECT: **Walker Park SWEPCO Electrical Easement**

RECOMMENDATION:
Staff recommends granting an underground electrical easement to Southwestern Electrical Power Company (SWEPCO) for providing electrical power to the southern end of Walker Park.

BACKGROUND:
Work is underway for improvements to the southern end of Walker Park. As part of that work, lighting was added for the many new-use areas, including sports fields, courts, playground, walks, and a yard game hub area. To accomplish this, a new electrical transformer is needed in a new location. This easement is to accommodate the underground electrical lines that will feed the new SWEPCO transformer.

DISCUSSION:
Exhibit A precisely defines the location of the 20-foot wide easement, which generally is running north and south, located between the multipurpose fields and new pickleball and horseshoe courts.

BUDGET/STAFF IMPACT:
n/a

ATTACHMENTS: 3. Staff Review Form, 4. SWEPCO Easement Walker Park, 5. SWEPCO Electric Easement Exhibit A, 6. General Location Map

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

File #: 2026-562

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO CONVEY AN ELECTRICAL EASEMENT TO SOUTHWESTERN ELECTRIC POWER COMPANY FOR THE WALKER PARK IMPROVEMENT 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 authorizes Mayor Rawn to convey an electrical easement to Southwestern Electric Power Company for the Walker Park Improvement Project.

City of Fayetteville Staff Review Form

2026-562

Item ID

4/7/2026

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

Ted Jack	3/4/2026	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends granting an underground electrical easement to Southwestern Electrical Power Company (SWEPCO) for providing electrical power to the southern end of Walker Park.

Budget Impact:

n/a	n/a
Account Number	Fund
n/a	n/a
Project Number	Project Title

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

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

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

Original Contract Number: _____

Comments:

SWEPCO Easement
Walker Park

Underground Electric Easement

STATE OF ARKANSAS

COUNTY OF WASHINGTON

GRANTORS: City of Fayetteville, Arkansas
A Municipal corporation

In consideration of one dollar, paid, and other good and valuable considerations, receipt of which is acknowledged, have and by these presents do grant and convey unto GRANTEE, SOUTHWESTERN ELECTRIC POWER COMPANY, a Delaware corporation, whose address is 428 Travis St, P.O. Box 21106, Shreveport, LA 71156, its associated and allied companies and their respective successors and assigns, herein referred to as GRANTEE, a perpetual right of way and easement under and through a part of the following described property:

PARCEL# 765-14902-000

A parcel of land lying in the SE1/4 of the NE1/4 of Section 21, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the southwest corner of the E1/2 of the NE 1/4 of Section 21, thence north along the west line of the E1/2 of said NE 1/4 650 feet, thence east along the south right of way of 13th Street, 1320 feet to the east line of Section 21, thence south along the section line 650 feet to the southeast corner of said NE 1/4, thence west 1320 feet to the point of beginning and containing 19.70 acres, more or less.

An Easement described as:

A part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-one (21), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows: A twenty (20) foot wide easement ten (10) feet each side of a centerline, with sidelines on the Southerly side of said easement to be lengthened or shortened to terminate at the Northerly right-of-way of Arkansas State Highway Sixteen (16) per Job Number 9458 and with sidelines to terminate at a line drawn perpendicular to the Northerly centerline terminus point, the centerline of said easement being described as follows: Commencing at the Southeast Corner of said Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼); thence along the Southerly line of said forty (40) acre tract North 86°50’30” West 970.67 feet; thence leaving said Southerly line North 03°09’30” West 38.17 feet to the POINT OF BEGINNING being on the Northerly right-of-way line of Arkansas State Highway Sixteen (16) per Job Np. 9458, as per Deed Bk 690, Page 80; thence the following courses: North 03°09’30” East 83.37 feet; North 11°58’55” East 20.15 feet; North 04°27’26” East 262.45 feet; North 07°29’06” East 106.72 feet to the terminus, containing 9454 square feet, more or less. As shown on attached "Exhibit A"

This easement is only for an underground electrical line. Other than the meter and ground mount transformer, no above ground service or equipment of any kind is allowed by this Easement. The GRANTEE has the right to construct, reconstruct, repair, replace, change the size and capacity of, modify, operate, maintain, inspect, remove, a line or lines of underground facilities, including, structures, wires, cables, conduits, guys, anchors, and other fixtures and equipment as the GRANTEE may from time to time require for the distribution of electric current. Together with the right of ingress and egress to said right of way and easement at all reasonable times, with prior notice to the City except in emergencies, with equipment and personnel across GRANTOR'S lands for the purpose of constructing, operating and maintaining said lines and related facilities and making all necessary repairs, alterations or removal of any of its property placed thereon, provided that GRANTEE shall repair, replace, or pay for actual damages which may be the result of construction, maintenance and operation of its facilities. GRANTOR shall not construct nor permit to be constructed, any structure or building of any type or nature, including swimming pools, on the said easement right of way that would prevent the use or endanger the said facilities or that would cause a violation of the National Electric Safety Code.

This easement shall not preclude GRANTOR from constructing and operating ground level park amenities including, but not limited to, multipurpose fields including artificial turf and natural turf surfacing, parking lots, sidewalks, trails, and streets.

GRANTEE may not trim, treat, cut down, or remove any trees, growth, and vegetation which GRANTEE believes may interfere with GRANTEE'S lines and other facilities unless GRANTEE has received prior written approval of the Fayetteville Urban Forester or another employee designated by the City for this purpose. GRANTEE shall identify said trees, growth, or vegetation it intends to remove on a tree survey or shall provide any other documentation as requested by the City in order to seek approval from the City to perform any vegetation management activities. Failure to seek approval of the City or removal of any trees without the City's written approval shall be grounds to terminate the easement and the City shall have the right to seek damages for any improperly removed trees, growth, or vegetation.

To have and hold the above-described easement and rights unto the GRANTEE, its successors, and assigns, forever or until said right of way and easement is finally abandoned.

SIGNED AND DATED, this _____ day of _____, 2026.

[Seal]

City of Fayetteville, Arkansas,
A municipal corporation

By: _____
Molly Rawn, Mayor

ATTEST:

_____
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.

MY COMMISSION EXPIRES:

_____
Notary Public

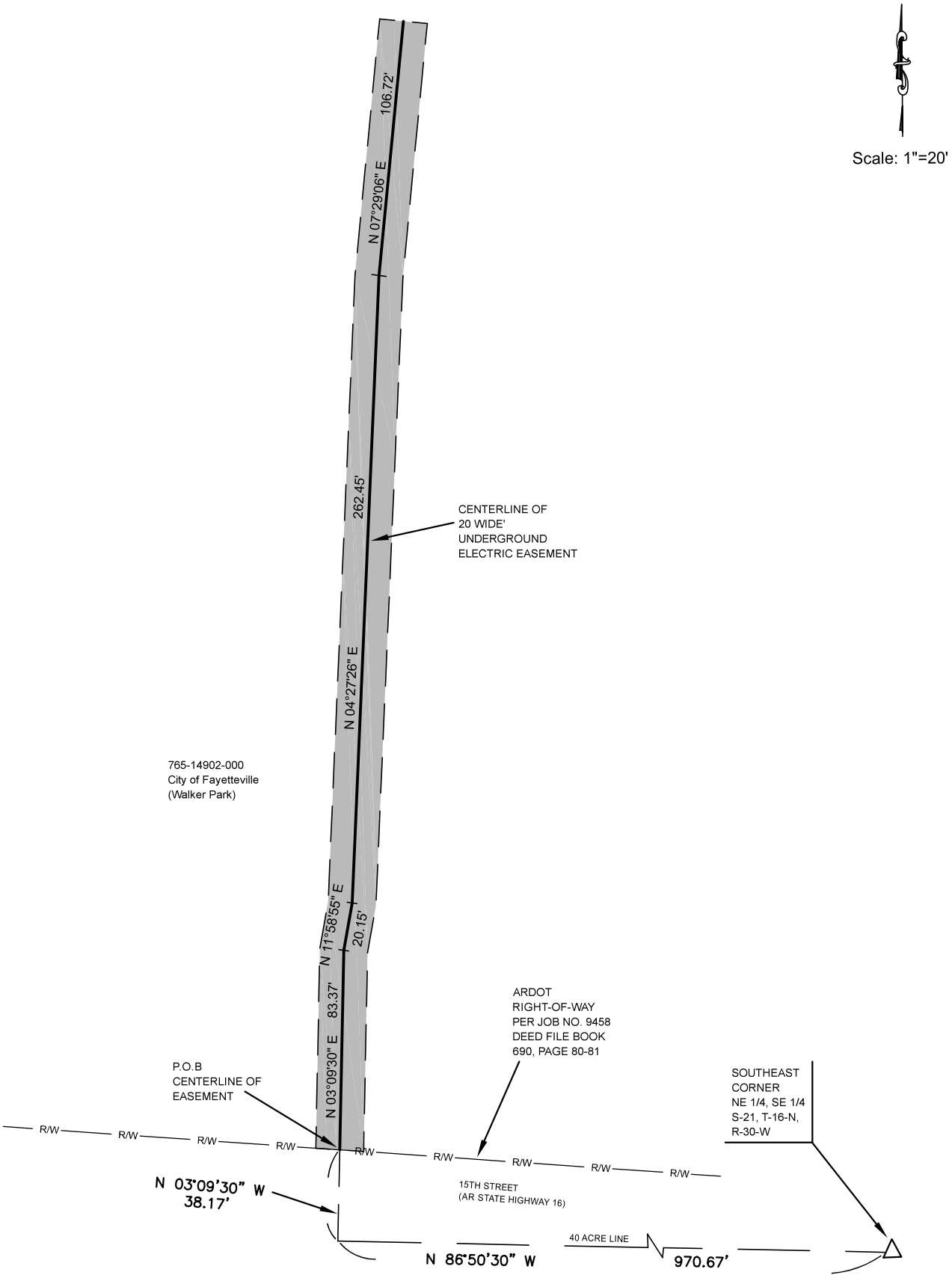
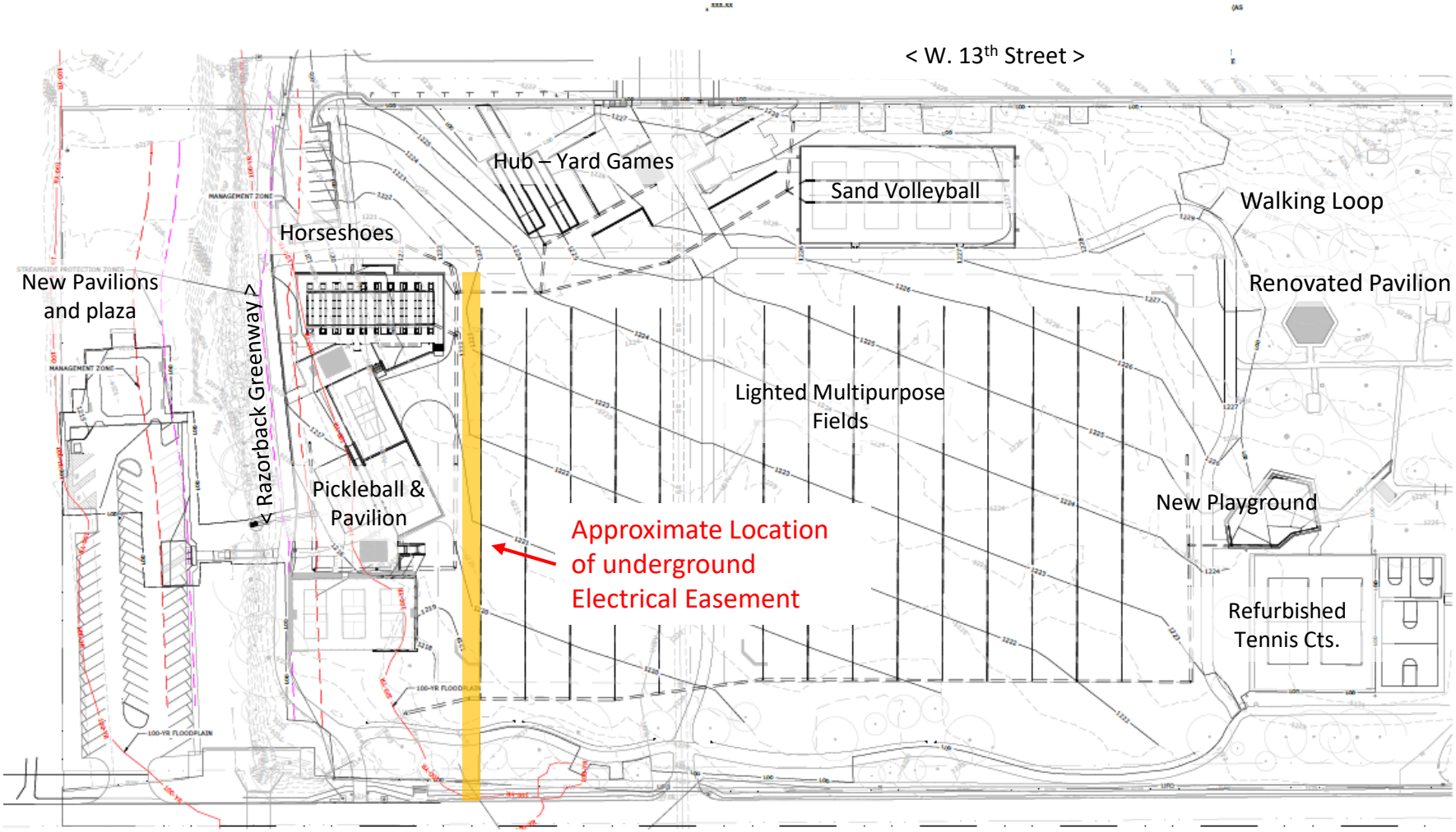


EXHIBIT A
FEB. 2025

20' WIDE UNDERGROUND
ELECTRIC EASEMENT
– 9454 S.F.

UNDERGROUND ELECTRIC EASEMENT FOR SOUTHWESTERN ELECTRIC POWER COMPANY



Exact location detailed in Easement document

General Location Map

Walker Community Park

South End – March 4, 2026

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-673

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Ted Jack, Park Planning Superintendent
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Keith Macedo, Chief of Staff

FROM: Zach Foster, Park Planner II

SUBJECT: **Approval of Bid 26-21 - Construction for Lake Fayetteville Bridge and Nature Trail**

RECOMMENDATION:
A resolution to award Bid 26-21 to and authorize a contract with Milestone Construction Company, LLC in the amount of $272,177.88 for Lake Fayetteville Bridge and Nature Trail and to approve a project contingency in the amount of $30,000.00.

BACKGROUND:
The City was awarded $100,000.00 in federal funding from the Recreational Trails Program (RTP) grant to construct the first installment of a fully accessible nature trail as outlined in the attached conceptual map. Milestone Construction Company was selected through Bid 26-21 to construct this first phase.

DISCUSSION:
Project construction will include approximately 450 feet of 10-foot wide accessible trail to connect the Veteran's Park playground with the Razorback Greenway. The accessible trail includes a 70’ bridge that will span a ravine to offer unique and educational views for visitors interested in lake ecology. Additional items such as wayfinding markers, sitting areas, and additional trail improvements will be a secondary focus as funds are available.

BUDGET/STAFF IMPACT:
Funding for this project is through the 2024 Bond, RTP grant award, and Parkland Dedication funds.

FUNDING SOURCE	GL ACCOUNT	PROJECT	AMOUNT
2024 Bond	4805.860.7505-5814.05	46050.7505.2301	$119,677.88
2022 Grant Award	2250.520.9255-5814.05	13001.3000.2301	100,000.00
Parkland Dedication	2250.520.9256-5814.05	13001.3000.2301	$52,500.00

CONTINGENCY SOURCE	GL ACCOUNT	PROJECT	AMOUNT
Parkland Dedication	2250.520.9256-5911.99	13001.3000.2301	$30,000.00

ATTACHMENTS: 3. Staff Review Form, 4. Project Map (Site Detail), 5. Bid 26-21, Contract, 6. Bid 26-21, Bid

Tab - Final, 7. Bid 26-21, Appendix B - City Issued Bid, 8. Bid 26-21, Appendix C - Milestone's Submittal

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

File #: 2026-673

A RESOLUTION TO AWARD BID 26-21 AND APPROVE A CONTRACT WITH MILESTONE CONSTRUCTION COMPANY, LLC FOR THE LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL PROJECT IN THE AMOUNT OF $272,177.88, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $30,000.00

WHEREAS, the City was awarded $100,000.00 in federal funding from the Recreational Trails Program to construct the first installment of a fully accessible nature trail at Lake Fayetteville; and

WHEREAS, project construction will include approximately 450 feet of 10-foot wide accessible trail to connect the Veteran's Park playground with the Razorback Greenway and a 70-foot bridge that will span a ravine to offer unique and educational views for visitors interested in lake ecology.

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 Bid 26-21 and authorizes a contract with Milestone Construction Company, LLC for the Lake Fayetteville Bridge and Nature Trail Project in the amount of $272,177.88, and further authorizes a project contingency in the amount of $30,000.00.

City of Fayetteville Staff Review Form

2026-673

Item ID

4/7/2026

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

Zach Foster	3/9/2026	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to award Bid 26-21 to and authorize a contract with Milestone Construction Company, LLC in the amount of $272,177.88 for Lake Fayetteville Bridge and Nature Trail and to approve a project contingency in the amount of $30,000.00.

Budget Impact:

2250.520.9255-5814.05 2250.520.9256-5814.05 4805.860.7505-5814.05	Parks Development Park Projects 2024 Bonds
Account Number	Fund
13001.3000.2301 46050.7505.2301	Community Park Impr - Lake Fayetteville Park Projects Bonds - Lake Fayetteville Impr
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	11,466,779.00
		Expenses (Actual+Encum)	$	7,214,687.89
		Available Budget	$	**4,252,091.11**
Does item have a direct cost?	Yes	Item Cost	$	272,177.88
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	**3,979,913.23**

Purchase Order Number:

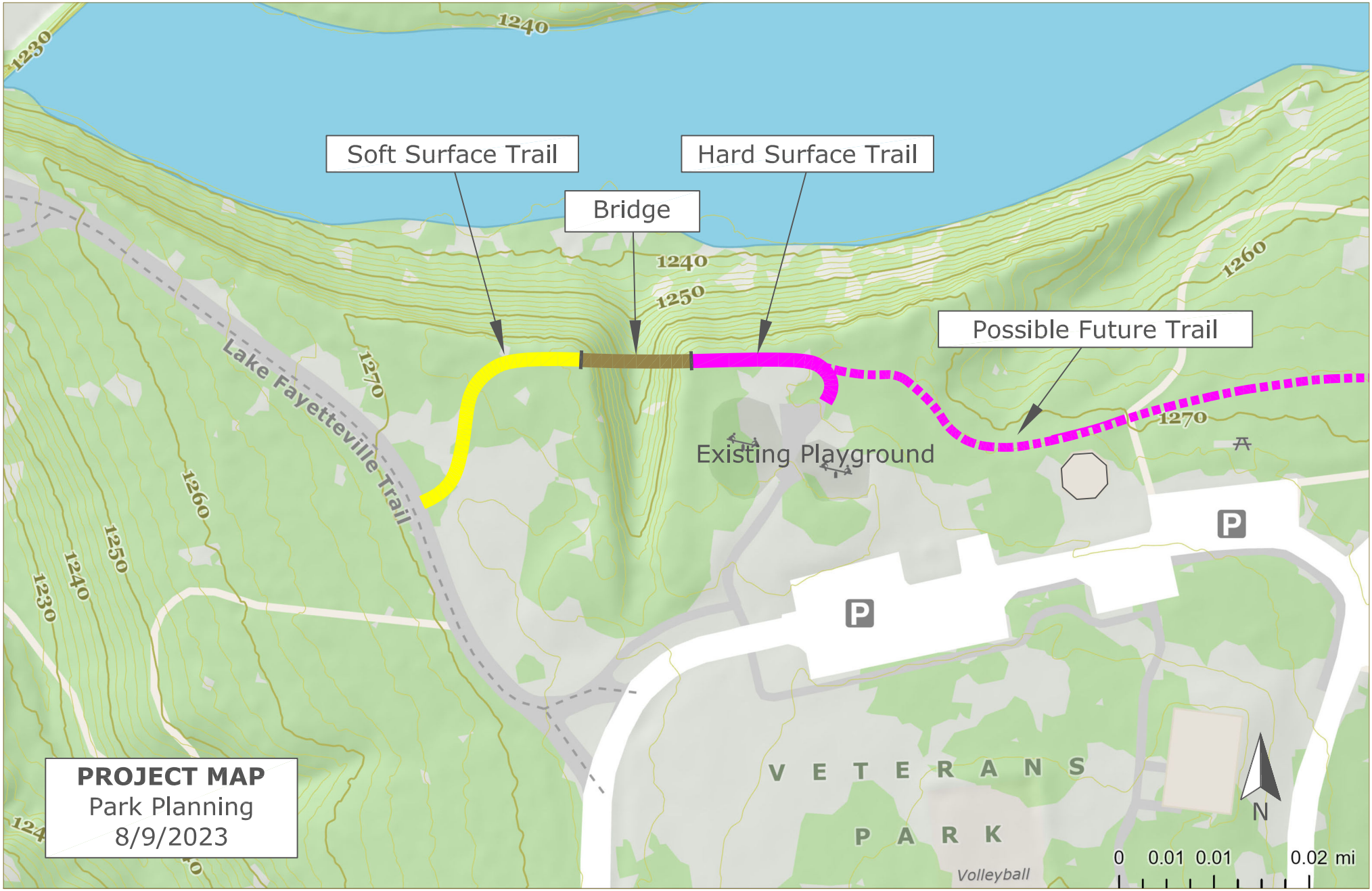
Previous Ordinance or Resolution # 122-22, 186-23

Change Order Number:

Approval Date:

Original Contract Number:

Comments:


Soft Surface Trail
Hard Surface Trail
Bridge
Possible Future Trail
Existing Playground
Lake Fayetteville Trail
1230
1240
1250
1260
1270
P
P
V E T E R A N S
P A R K
Volleyball
N
0 0.01 0.01 0.02 mi
PROJECT MAP
Park Planning
8/9/2023

CITY OF FAYETTEVILLE ARKANSAS

Contract for Services
Construction – Lake Fayetteville Bridge and Nature Trail
Contractor: *Milestone Construction Company, LLC*
Term: Single Project

THIS AGREEMENT is made this _____ day of _____, 2026, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Milestone Construction Company, LLC** (Contractor or **Milestone**).

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

Work performed by **Milestone** shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. **Milestone** 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. **Milestone's** Tax identification number (TIN) ending in 6629
        ii. **Milestone's** Arkansas Contractor License No. 0156050426
        iii. **Milestone's** Secretary of State Filing No. 800044464

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 26-21, Construction – Lake Fayetteville Bridge and Nature Trail with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
        iii. **Appendix C**: **Milestone's** bid submittal
        iv. **Appendix D**: **Milestone's** Certificate of Insurance
        v. **Appendix E**: **Milestone's** 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 **Milestone**.
    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) **Milestone's** 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: 113 W. Mountain Street, Fayetteville, AR 72701

    b. Contractor: Milestone Construction Company, LLC, 2002 S. 48th Street, Springdale, AR 72762

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.

c. If the City deems any subcontractor or subcontractor's work as unacceptable, the Contractor shall solicit a different subcontractor (with City's approval) to perform the work assigned.

10. Fees, Expenses, and Payments:

a. **Milestone,** 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 26-21 as stated in **Milestone's** bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 26-21, 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 $272,177.88 US Dollars.

c. The City of Fayetteville shall pay **Milestone** 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, **Milestone** 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 **Milestone** 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 **Milestone** or sureties under this Agreement.

11. **Project Bonding - Performance and payment bonding:** After execution of this contract by all parties, **Milestone** 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 Procurement 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 120 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 150 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 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. **Milestone** 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. **Milestone** 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 $400.00 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 coping 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. **Digital Accessibility Requirements:** If applicable, Contractor shall provide accessibility conformance reports (ACRs) for any software provided by the Contractor that will be accessible by the public upon delivery, whether developed by the Contractor or a third-party. Visit the link for more information: https://www.fayetteville-ar.gov/DocumentCenter/View/39767/Web-Accessibility-Requirements-for-Vendors_-and-Technology-Addendum

    a. Contractor must address all accessibility issues in any software provided or licensed by the Contractor and delivered to the City, as well as any documents delivered by the Contractor.

    b. Contractor must ensure that end user deliverables adhere to the WCAG 2.1 AA standard as defined by title II of the Americans with Disabilities Act.

        i. Deliverables are defined as any web platform or mobile application, or documents that may be hosted on a web or mobile platform. This includes documents, spreadsheets or presentations regardless of format (Microsoft Office products, PDF, etc.).

    c. Contractor must ensure accessibility is addressed during all stages of a project, from commencement to implementation. Contractor must meet with City staff at the City's discretion to review accessibility issues.

    d. If Contractor deliverables fail to comply with WCAG 2.1 Level AA standard, the Contractor shall provide the City with a credit to cover the cost of additional accessibility testing and resolution. Such credits shall not exceed 5% of either (1) the total fixed price due to the Contractor under the contract or (2) the total not-to-exceed amount of the contract if entered under a time and materials basis.

22. 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, **Milestone** 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 **Milestone**, 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 **Milestone**) 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 **Milestone** 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 **Milestone**'s Commercial General Liability Insurance, **Milestone** 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 **Milestone**, 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.

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

24. **Responsibility of the City of Fayetteville**

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Milestone**:

i. Provide full information as to the requirements for the Project.

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

iii. Assist **Milestone** in obtaining access to property reasonably necessary for **Milestone** to perform its services.

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

v. Review all documents and provide written comments to **Milestone** in a timely manner.

vi. The City of Fayetteville Park Planning Superintendent is the project representative with respect to the services to be performed under this Agreement. The Park Planning Superintendent 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.

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

26. **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. **Milestone** 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.

27. **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 **Milestone** 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 **Milestone** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Milestone's** default.

    d. If termination for default is affected by **Milestone**, 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 **Milestone** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Milestone** relating to commitments which had become firm prior to the termination.

    e. Upon receipt of a termination action under Paragraphs above, **Milestone** 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 **Milestone** 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 **Milestone** to fulfill contractual obligations, it is determined that **Milestone** 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.

28. Delays

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

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

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

30. Dispute Resolution

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

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

32. **Indemnification:** The CITY requires **Milestone** 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 **Milestone**, or their employees, agents, Subcontractors, sub consultant and Suppliers of the **Milestone**.

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

34. 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. **Milestone** 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 **Milestone** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **Milestone** has been compensated for all Services rendered, provided, however, that Contractor shall have the unrestricted right to their use. **Milestone** 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 **Milestone**.

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

35. Additional Responsibilities of Milestone:

    a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Milestone** 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. **Milestone** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Milestone's** negligent performance, except beyond the **Milestone's** 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. **Milestone's** 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 **Milestone** for faulty materials, equipment, or work.

d. **Milestone** shall provide weekly updates to appropriate City staff, identified by the City, throughout the duration of the project following the Notice to Proceed. Each update shall include all reports, photographs, schedules, and any other documentation as may be requested or specified by the City. **Milestone** shall submit such updates in the format and manner directed by the City and within the deadlines established by City staff.

36. Audit and Access to Records:

a. **Milestone** 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. **Milestone** shall also maintain the financial information and data used by **Milestone** 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. **Milestone** 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 **Milestone**;

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.

37. Covenant Against Contingent Fees: **Milestone** 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 **Milestone** 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.

38. Gratuities:

a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Milestone** or any of **Milestone** 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 **Milestone** 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 **Milestone** as it could pursue in the event of a breach of the Agreement by **Milestone**. 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 **Milestone** 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 **MILESTONE CONSTRUCTION COMPANY, LLC** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Molly A. Rawn, Mayor

ATTEST:

By:_____
Kara Paxton, City Clerk - Treasurer

Date Signed: _____

MILESTONE CONSTRUCTION COMPANY, LLC

By: Sam R. Hollis
Sam R. Hollis, President

Date Signed: _____

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-21, Construction - Lake Fayetteville Bridge and Nature Trail

Deadline: Tuesday, February 10, 2026 at 2:00 PM

Certification of Funds: $350,000.00 *($437,500 maximum allowed)*

							Rejected							Incomplete		Rejected					
				Milestone Construction Company, LLC		NEC, Inc		Grant Garrett Excavating Inc		Sweetser Construction, Inc.		Legacy Construction Management, Inc		Ground Zero Construction, Inc		Ellingson Contracting		Steep Creek LLC		Crossland Heavy Contractors, Inc.	
				$272,177.88		$293,787.10		$295,245.00		$306,302.60		$331,195.78		$341,799.50		$344,473.98		$379,362.35		$379,648.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	$9,180.00	$9,180.00	**$2,841.00**	$2,841.00	$21,337.00	$21,337.00	$9,100.00	$9,100.00	$7,100.00	$7,100.00	$4,000.00	$4,000.00	$16,740.00	$16,740.00	$9,050.00	$9,050.00	$15,000.00	$15,000.00
2	Bonds and Insurance	1	LS	$9,923.23	$9,923.23	$8,013.00	$8,013.00	**$1,222.00**	$1,222.00	$3,600.00	$3,600.00	$4,750.00	$4,750.00	$15,000.00	$15,000.00	$16,306.00	$16,306.00	$7,000.00	$7,000.00	$5,555.00	$5,555.00
3	Trench and Excavation Safety	1	LS	$1,113.50	$1,113.50	**$1.00**	$1.00	$437.00	$437.00	$2,500.00	$2,500.00	$685.00	$685.00	$5,000.00	$5,000.00	$434.00	$434.00	$4,200.00	$4,200.00	**$1.00**	$1.00
4	Erosion Control	1	LS	$3,602.50	$3,602.50	$2,547.00	$2,547.00	$1,244.00	$1,244.00	$1,750.00	$1,750.00	$3,767.51	$3,767.51	$5,000.00	$5,000.00	**$1,240.00**	$1,240.00	$3,690.00	$3,690.00	$3,075.00	$3,075.00
5	Tree Protection and Construction Fencing (Snow Fencing)	1300	LF	$8.12	$10,556.00	**$7.00**	$9,100.00	$8.00	$10,400.00	$10.00	$13,000.00	$8.49	$11,037.00	$8.50	$11,050.00	$8.25	$10,725.00	$8.58	$11,154.00	$9.00	$11,700.00
6	Construction Fencing (6' Chain Link Fencing)	200	LF	$9.83	$1,966.00	$11.50	$2,300.00	$49.00	$9,800.00	$10.00	$2,000.00	**$6.85**	$1,370.00	$50.00	$10,000.00	$10.54	$2,108.00	$62.50	$12,500.00	$11.05	$2,210.00
7	Clearing, Grubbing, and Demolition	1	LS	$9,084.20	$9,084.20	$9,142.00	$9,142.00	$5,623.00	$5,623.00	**$2,000.00**	$2,000.00	$4,469.64	$4,469.64	$18,500.00	$18,500.00	$3,100.00	$3,100.00	$9,900.00	$9,900.00	$16,450.00	$16,450.00
8	Compacted Embankment	9	CY	$145.74	$1,311.66	**$11.50**	$103.50	$147.00	$1,323.00	$120.00	$1,080.00	$152.41	$1,371.69	$350.00	$3,150.00	$342.91	$3,086.19	$84.33	$758.97	$14.00	$126.00
9	Unclassified Excavation	23	CY	$129.04	$2,967.92	**$11.50**	$264.50	$79.00	$1,817.00	$120.00	$2,760.00	$134.95	$3,103.85	$300.00	$6,900.00	$100.64	$2,314.72	$44.78	$1,029.94	$108.00	$2,484.00
10	Aggregate Base Course (Class 7)	9	CY	$149.34	$1,344.06	$61.50	$553.50	$344.00	$3,096.00	**$45.00**	$405.00	$121.78	$1,096.02	$350.00	$3,150.00	$110.22	$991.98	$126.33	$1,136.97	$304.00	$2,736.00
11	Geotextile Fabric (Type 9)	119	SY	$8.19	$974.61	$24.00	$2,856.00	$26.00	$3,094.00	$5.00	$595.00	$8.56	$1,018.64	$18.00	$2,142.00	$7.44	$885.36	$10.03	$1,193.57	**$4.00**	$476.00
12	Concrete Walks	64	SY	$75.33	$4,821.12	$119.50	$7,648.00	$74.00	$4,736.00	$90.00	$5,760.00	$92.05	$5,891.20	$125.00	$8,000.00	$83.32	$5,332.48	**$71.88**	$4,600.32	$161.00	$10,304.00
13	Hand Railing	60	LF	**$81.68**	$4,900.80	$108.50	$6,510.00	$164.00	$9,840.00	$152.00	$9,120.00	$143.85	$8,631.00	$225.00	$13,500.00	$236.63	$14,197.80	$89.58	$5,374.80	$92.00	$5,520.00
14	Roadway Construction Control	1	LS	$3,275.00	$3,275.00	$5,761.00	$5,761.00	$9,169.00	$9,169.00	**$1,100.00**	$1,100.00	$6,850.03	$6,850.03	$4,500.00	$4,500.00	$62,000.00	$62,000.00	$1,875.00	$1,875.00	$2,210.00	$2,210.00
15	Crushed Limestone Trail	119	SY	$59.11	$7,034.09	**$35.00**	$4,165.00	$46.00	$5,474.00	$36.00	$4,284.00	$61.08	$7,268.52	$40.00	$4,760.00	$54.68	$6,506.92	$92.44	$11,000.36	$91.00	$10,829.00
16	Bridge Construction Control	1	LS	$3,275.00	$3,275.00	$2,609.00	$2,609.00	$26,738.00	$26,738.00	**$1,100.00**	$1,100.00	$4,110.02	$4,110.02	$4,500.00	$4,500.00	$2,480.00	$2,480.00	$6,250.00	$6,250.00	$7,360.00	$7,360.00
17	Unclassified Excavation for Structures- BRIDGE	70	CY	$38.97	$2,727.90	$91.00	$6,370.00	$102.00	$7,140.00	$40.00	$2,800.00	$121.34	$8,493.80	$175.00	$12,250.00	$109.83	$7,688.10	**$37.19**	$2,603.30	$145.00	$10,150.00
18	Class S Concrete- BRIDGE	26	CY	$679.69	$17,671.94	$1,274.00	$33,124.00	$669.00	$17,394.00	$1,400.00	$36,400.00	$2,086.63	$54,252.38	$850.00	$22,100.00	$753.54	$19,592.04	**$648.56**	$16,862.56	$1,430.00	$37,180.00
19	Reinforcing Steel- BRIDGE (Grade 60)	2220	LB	$3.22	$7,148.40	$3.00	$6,660.00	$3.20	$7,104.00	**$2.00**	$4,440.00	$2.84	$6,304.80	$3.00	$6,660.00	$2.59	$5,749.80	$3.08	$6,837.60	$2.15	$4,773.00
20	Silicone Joint Sealant	20	LF	$13.10	$262.00	$25.50	$510.00	$13.00	$260.00	$20.00	$400.00	$20.55	$411.00	$150.00	$3,000.00	$18.60	$372.00	**$12.50**	$250.00	$18.50	$370.00
21	Prefabricated Steel Truss Superstructure	1	LS	$145,779.04	$145,779.04	$172,895.00	$172,895.00	**$136,936.00**	$136,936.00	$196,494.00	$196,494.00	$163,631.36	$163,631.36	$170,000.00	$170,000.00	$146,600.00	$146,600.00	$255,472.10	$255,472.10	$210,000.00	$210,000.00
22	Seeding	1	AC	$17,965.41	$17,965.41	$3,614.00	$3,614.00	$7,166.00	$7,166.00	**$2,500.00**	$2,500.00	$18,390.09	$18,390.09	$4,800.00	$4,800.00	$6,398.00	$6,398.00	$2,510.00	$2,510.00	$8,775.00	$8,775.00
23	Solid Sodding	80	SY	$31.93	$2,554.40	$16.00	$1,280.00	$15.00	$1,200.00	**$5.00**	$400.00	$33.39	$2,671.20	$25.00	$2,000.00	$69.17	$5,533.60	$18.74	$1,499.20	$46.75	$3,740.00
24	Approach Slab Concrete	4.9	CY	$559.00	$2,739.10	$1,004.00	$4,919.60	$550.00	$2,695.00	$554.00	$2,714.60	$922.66	$4,521.03	**$375.00**	$1,837.50	$835.10	$4,091.99	$533.40	$2,613.66	$1,760.00	$8,624.00

* 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

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

INVITATION TO BID

Bid 26-21, Construction – Lake Fayetteville Bridge and Nature Trail

DEADLINE: Tuesday, February 10, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Tuesday, January 20, 2026 at 10:00 AM
CONTACT: Sr. Procurement Agent, Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 01/11/2026 & 01/18/2026

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 Procurement 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 Procurement Division only.

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

FILE #01: PROJECT MANUAL – **149 Total Pages**
FILE #02: PLANS – **14 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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CITY OF FAYETTEVILLE ARKANSAS

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 Procurement 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 Procurement 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 Requested:

- 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

Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 26-21, Construction – Lake Fayetteville Bridge and Nature Trail

The City of Fayetteville is accepting sealed bids from properly licensed firms to install a bridge at Lake Fayetteville and construct an accessible nature trail. 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, January 20, 2026, at 10:00 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 Tuesday, February 10, 2026, 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.

The City hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws, and other federal laws including the Fair Labor Standards Act of 1938. The Work Hours Act of 1962, the Title VI of the Civil Rights Act of 1964, and Build America, Buy America provisions also apply to this project.

Bidders shall have a valid State of Arkansas Contractors License, a registration in good standing with the Arkansas Secretary of State, and an active registration with the System for Award Management (SAM.gov) at the time of 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: 01.11.26 & 01.18.26
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $461.58

CITY OF
FAYETTEVILLE
ARKANSAS

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SECTION 01
INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

1.1. Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.2 Bidder – One who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.

1.3 Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.4 Successful Bidder – The lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

1.5 Local Time – Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

1.6 Substitution – Item(s) of material, equipment, or substrate that differs in application method, material, warranty, and/or performance as outlined in the specifications. Substitution requests shall be submitted to the Purchasing Division by bid question deadline. Substitution requests will be addressed via addendum.

1.7 Equivalent (or Equal) – Item(s) of material, equipment, or substrate that meets the application method, material, and performance but may differ in manufacturer and/or warranty from what is specified. Item(s) meeting these criteria shall be considered equal at time of bid.

a. Named manufacturers within the specifications shall be used as a basis of design in regard to establishing a minimum performance standard.

PART TWO - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City of Fayetteville and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.1 Bidders are advised that the Drawings and Specifications shall constitute all the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications, and estimates, or be binding on City of Fayetteville.

a. Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.

3.3 Bidders shall 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.

3.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Project Manager by City of Fayetteville's of such underground facilities or others, and City of Fayetteville and Project Manager do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.

3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.

3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated

or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3.8 Mobilization shall not exceed 5% of bid total. This price shall NOT include bonds and insurance and trench and excavation safety, if applicable.

3.9 Any dumpsters needed for this project shall be procured from Fayetteville Recycling & Trash. No third party dumpsters shall be used.

3.10 Open burning and blasting are not allowed on City projects.

3.11 Contractor is responsible for obtaining all applicable permits; however, fees for City-issued permits shall be waived.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

4.1 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 City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Project Manager not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum through the City's online bidding portal. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Project Manager.

5.4 Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

6.1 Estimated quantities are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - UNIT PRICES

7.1 Bidders must state a price for each item of work named in the Bid. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all the work as called for in the Specifications or indicated on the Drawings.

7.2 Prices bid shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.

7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

8.1 Bids are due as indicated in the Advertisement for Bids.

8.2 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.

8.3 Acceptance of alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form (if applicable). The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.

8.4 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

8.5 All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax-exempt entity.

PART NINE - SIGNATURE ON BIDS

9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

9.2 All names must be typed or printed in black ink below the signature.

9.3 The address and telephone number for communications regarding the Bid must be shown.

9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.

9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

9.6 A State of Arkansas Contractor's License, a registration with the Arkansas Secretary of State, and a registration with the System for Award Management (SAM.gov) shall be valid and in good standing at the time of Contract award.

9.7 Vendor shall not be debarred from doing business with any government entity.

PART TEN - BID BOND

10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement for Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES

a. After contract award, the Contractor will provide the City with separate 100% performance and payment bonds, as required in the contract.

b. Upon the City receiving and accepting the 100% Performance and Payment Bonds, the City will issue a Purchase Order along with a Notice of Award (NOA).

c. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time. The Notice of Award shall not extend longer than 120 days.

d. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

e. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.

f. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.

11.3 If Required -- Contractor shall include provisions in the bonds which will guarantee the faithful performance of the prevailing hourly wage clause as required by the Arkansas Prevailing Wage Law, Arkansas Code Annotated § 22-9-308(d).

11.4 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

11.5 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

11.6 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.

11.7 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached. The performance and payment bond shall be furnished to the City of Fayetteville accompanied by a receipt stamped by the Washington County Circuit Clerk's Office. Before any work is performed under this contract, the bond shall be filed with the clerk of the circuit court of Washington County, Arkansas and accepted by the City of Fayetteville Project Manager.

11.8 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE – INSURANCE REQUIREMENTS

12.1 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 Worker's 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 completion.

12.2 This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

PART THIRTEEN - CONTRACT TIME

13.1 Bidder agrees that the Work shall be substantially completed within __**120**__ consecutive calendar days from the date established in the written notice to proceed. Total completion (completed and ready for final payment) shall be __**150**__ consecutive calendar days from the date established in the written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

13.2 Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without City of Fayetteville's written consent.

PART FOURTEEN - LIQUIDATED DAMAGES

14.1 Bidder 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 __**$400.00**__ for each consecutive day thereafter will be assessed.

PART FIFTEEN – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

15.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART SIXTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

16.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase and are used as a basis of design in regard to establishing a minimum performance standard. Brands or manufacturers that are included in a bid that are of at least equal quality, size, and specification as to what has been specified, will be acceptable for consideration. All requests for approved substitutions shall be submitted by e-mail. Such request to obtain an acceptable substitution shall be made in writing to Kenny Fitch, Sr. Purchasing Agent, at kfitch@fayetteville-ar.gov. The Sr. Purchasing Agent will forward any such requests to the responsible City Department for review. Approval of all submittals will be made only by Addendum issued by the City of Fayetteville Purchasing Division.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Project Manager's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

17.2 CERTIFICATION OF FUNDS:

Notice: bidders are required to provide pricing for all line items. Failure to provide deductive alternate pricing can result in bid rejection. The City intends to award this contract to the lowest qualified responsive responsible bidder based on the lump sum bid as long as such bid falls within the amount of funds certified for the project, plus 25%.

a. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order until bids can be compared within the amount certified, plus 25%. In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected.

b. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five present (25%) of the certification of funds.

17.3 DEDUCTIVE ALTERNATES:

This does not include any deductive alternates.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.

18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.

18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.

18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. A bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - EVALUATION OF BIDS

20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.

20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.

20.3 City of Fayetteville 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 must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.

21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

23.1 The City of Fayetteville shall make progress payments within two (2) weeks after Architect/Engineer's Certification of Payment. All such payments will be measured by the schedule of values established as provided in the General Requirements.

a. 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/Architect shall determine, or The City of Fayetteville may withhold, in accordance with the General Requirements.

b. Retainage will be with-held from each pay request in the amount of 5%. After Substantial Completion has been issued by the Architect, Payments can be made for 100% less the value of remaining punch list items as identified by the Architect on the Certificate of Substantial Completion.

c. 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 Requirements.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within five (5) days thereafter, the Contractor shall execute the contract and return to the City to submit to City Council for approval. Within 21 days, the City of Fayetteville shall return the fully executed contract to Contractor. Contractor will have five (5) days to provide the Performance and Payment Bonds for the project.

PART TWENTY-FIVE - MATERIALS GUARANTEE

25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - INDEMNIFICATION

27.1 To the extent of the limits of the Contractor's Commercial General Liability Insurance, the Contractor shall indemnify and hold harmless the City of Fayetteville 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 the 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 the 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.

PART TWENTY-EIGHT - MISCELLANEOUS

28.1 Any building repair and demolition for this Project will be performed by the City of Fayetteville.

28.2 Bidder shall 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.

28.3 This project is partially funded by a grant through the Arkansas Department of Transportation. Buy America provisions apply to this project. This contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

28.4 The awarded contractor shall 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.

28.5 The awarded contractor shall prepare a punch list identifying any incomplete or non-conforming work prior to requesting the Engineer/Landscape Architect/Owner's inspection for Substantial Completion. The Engineer/Landscape Architect/Owner will review, expand upon if needed, and verify the punch list, and Substantial Completion will only be granted after the work is substantially completed, except for minor items as noted on the verified punch list.

28.6 The awarded contractor shall submit an updated punch list verifying that all items from the Substantial Completion punch list have been addressed and completed. The Engineer/Landscape Architect/Owner will inspect the project to confirm that all work has been completed and complies with the Contract Documents for Final Completion. The owner may or may not include an estimated finished value of items to be withheld if they are not completed by contractor.

28.7 Contractor shall provide weekly updates to appropriate City staff, identified by the City, throughout the duration of the project following the Notice to Proceed. Each update shall include all reports, photographs, schedules, and any other documentation as may be requested or specified by the City. The Contractor shall submit such updates in the format and manner directed by the City and within the deadlines established by City staff.

END OF SECTION 01 – INSTRUCTIONS TO BIDDERS

SECTION 02
BID FORM

Bid Number: 26-21, Construction – Lake Fayetteville Bridge and Nature Trail

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 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:

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

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

C. 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 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.

E. 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.

F. Bidder has given 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 Purchasing Division is acceptable to Bidder.

G. 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.

H. 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.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $_____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 – CONTRACT TIMES

4.01 Bidder 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 $__400.00___for each consecutive calendar day thereafter will be assessed.

4.02 Determination of Contract Time

A. General

The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract and will be known as the "Contract Time". The contract time will be specified as calendar days.

The Contractor shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

The Park Planning Superintendent will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the Contractor shall complete this work in a timely manner or the Park Planning will resume time charges.

B. Calendar Day

Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events, on a monthly basis, are:

Month	Days
January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

4.03 No changes in contract times will be allowed for any reason without a request in writing from the contractor. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the contractor's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted to the Park Planning Superintendent every week on Friday to be considered. No compensation will be made for monetary damages due to weather delay(s).

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on _____, 20_____.

Arkansas State Contractor License No. _____

Date of Application for Licensure (if approval is pending) _____

SAM.gov Registration Number _____

If Bidder is:

AN INDIVIDUAL

Name (type or printed): _____

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

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A PARTNERSHIP

Partnership Name: _____(SEAL)

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

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A CORPORATION

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: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

END OF SECTION 02 – BID FORM

SECTION 03
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:

BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition	_____	_____
	_____	_____
Mechanical	_____	_____
	_____	_____
Plumbing	_____	_____
	_____	_____
Electrical	_____	_____
	_____	_____
Roofing/Sheet Metal	_____	_____
	_____	_____
Other (designate)	_____	_____
	_____	_____

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

_____
Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

SECTION 04
CONTRACTOR REFERENCES

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

SECTION 05
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:

BID **26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL**

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:

BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

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 SECTION 05

SECTION 06
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 **BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL** 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

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination

by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

SURETY COUNTERSIGNED: Resident Agent

State of Arkansas

_____ _____

By _____ By _____

_____ _____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

SECTION 07
LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with the 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 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 **BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL** 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 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.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR

(CORPORATE SEAL)

_____

By _____

_____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

_____

_____

By _____

By _____

_____

_____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) 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, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity – Goals and Timetables, and (3) Equal Employment Opportunity – Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the sponsor is responsible. The sponsor performs the necessary compliance review and enforcement of this supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

AHTD and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 1137S are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. The initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the 'Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)' for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.

b. The contractor will work with the sponsor and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer.

The contractor will designate and make known to the sponsor contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. <u>Recruitment</u>

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity Employer.' All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools. colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In, addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

6. <u>Personnel Actions</u>.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race,

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training, In the event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions.

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the union and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below,

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor and shall set forth what efforts have been made to obtain such information.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the sponsor.

9. Subcontracting.

a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports.

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the sponsor and the Federal Highway Administration.

c. The contractors will submit an annual report to the State Highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. Ibis information is to be reported on Form PR 1391.

11. Corrective Action Plans.

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

In the event that the designated representative of the sponsor finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the sponsor and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

compliance. 'Ibis collective action plan, in order to be accepted by the sponsor, shall include the following mandatory enforcement language:

"If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the Arkansas State Highway Commission or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the Arkansas State Highway Commission alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15-day period has elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice."

"It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the Arkansas State Highway Commission believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding."

"Violation of this agreement may subject (name of contractor) to sanctions pursuant to the Arkansas State Highway Commission contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief."

The contractor will submit quarterly reports to the sponsor as a result of any deficiencies cited during an equal employment opportunity compliance review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the 'Equal Opportunity Clause' and the 'Standard Federal Equal Employment Specifications' set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in covered area, are as follows:

MINORITIES

COUNTY

Arkansas	16.4%	Lee	26.5%
Ashley	16.4%	Lincoln	16.4%
Baxter	3.3%	Little River	19.7%
Benton	3.3%	Logan	6.6%
Boone	3.3%	Lonoke	16.4%
Bradley	16.4%	Madison	3.3%
Calhoun	16.4%	Marion	3.3%
Carroll	3.3%	Miller	19.7%
Chicot	16.4%	Mississippi	26.5%
Clark	16.4%	Monroe	16.4%
Clay	26.5%	Montgomery	16.4%
Cleburne	16.4%	Nevada	20.2%
Cleveland	16.4%	Newton	3.3%
Columbia	20.2%	Ouachita	16.4%
Conway	16.4%	Perry	16.4%
Craighead	26.5%	Phillips	26.5%
Crawford	5.6%	Pike	20.2%
Crittenden	32.3%	Poinsett	26.5%
Cross	26.5%	Polk	6.6%
Dallas	16.4%	Pope.	16.4%
Desha	16.4%	Prairie	16.4%
Drew	16.4%	Pulaski	15.7%
Faulkner	16.4%	Randolph	26.5%
Franklin	6.6%	Saline	15.7%
Fulton	16.4%	Scott	6.6%
Garland	16.4%	Searcy	3.3%
Grant	16.4%	Sebastian	5.6%
Greene	26.5%	Sevier	20.2%
Hempstead	20.2%	Sharp	16.4%
Hot Spring	16.4%	Stone	16.4%
Howard -	20.2%	St. Francis	26.5%
Independence	16.4%	Union	16.4%
Izard	16.4%	Van Buren	16.4%
Jackson	16.4%	Washington	3.3%
Jefferson	31.2%	White	16.4%
Johnson	16.4%	Woodruff	16.4%
Lafayette	20.2%	Yell	16.4%
Lawrence	26.5%		

FEMALES
Statewide – 6.9%

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations and on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall Good Faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin

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EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

boards accessible to all employees at each location where construction work is performed.

g. Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the

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EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thou-h the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee. helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
1.	Equal Employment Opportunity is the Law	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
2.	"EEO is the Law" Poster Supplement	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
3.	Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP) *Union Contractors Only	Contractor to Prepare: a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
4.	Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Program Management Division – ARDOT

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
5.	"Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	ARDOT Resident Engineer
6.	"Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	ARDOT Resident Engineer
7.	Minimum Wage Rate (WH 1088)	U. S. Department of Labor	ARDOT Resident Engineer
8.	"NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	ARDOT Resident Engineer
9.	Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
10.	Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
11.	Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
12.	WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees	State of Arkansas	Insurance Carrier
	Self-Insurer	State of Arkansas	Administrator - Self-Insured Group

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
13.	Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300). The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.	U. S. Department of Labor (OSHA) Public Law 91-596	ARDOT Resident Engineer
14.	Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.	U. S. Department of Labor	ARDOT Resident Engineer
15.	Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	ARDOT Resident Engineer
16.	Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	ARDOT Resident Engineer
17.	Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	ARDOT Resident Engineer
18.	Pay Transparency Nondiscrimination Provision	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer

Section 09 - Certification of Federal-Aid Projects

SPONSOR

SUPPLEMENT TO PROPOSAL

C E R T I F I C A T I O N

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed $100,000 and that all such subcontractors shall certify and disclose accordingly.

SPONSOR

SUPPLEMENT TO PROPOSAL

C E R T I F I C A T I O N

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. _____ _____ (Company)

F.A.P. NO. _____ By: _____ (Signature)

_____ (Date Executed) _____ (Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO PROPOSAL

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at $1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	
Description of product or service	
Contractor name	

Contractor Signature: _____ Date: _____

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO.

PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with the requirements of 2 CFR 200.216, equipment utilized on this project for telecommunications and video surveillance services or equipment shall not be produced by:

1) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

CITY OF FAYETTEVILLE
SPECIAL PROVISION
JOB 040955

DOCUMENTATION OF PAYMENTS MADE TO DISADVANTAGED BUSINESS ENTERPRISES

Although this contract does not have a Disadvantaged Business Enterprise (DBE) Goal, in accordance with Subsection 103.08(a) of the Standard Specifications all payments made to DBE Contractors, suppliers, manufacturers, and/or non-construction service firms must be reported by the Prime Contractor.

As required by Subsection 103.08(h), the Prime Contractor must use the appropriate DBE Payment Log form included in this Special Provision during the progress of the Contract. Listed below are the instructions on when each form is required to be submitted.

- The Prime DBE Payment Log (page 3) must be submitted by the Prime Contractor when he/she is a certified DBE Contractor and work was performed by their own forces or money was earned by the DBE Prime Contractor for work performed by a Subcontractor during the estimate period.
- The DBE Subcontractor Payment Log (page 2) must be submitted by the Prime Contractor when a Subcontractor is a certified DBE Contractor and work was performed by a Subcontractor or money was earned by a Subcontractor for work performed by a Second-tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 4) must be submitted by the Prime Contractor when a 2nd Tier Subcontractor is a certified DBE Contractor and work was performed by a 2nd Tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 4) must be submitted by the Prime Contractor when payments are made to a Department Certified DBE supplier, manufacturer, and/or non-construction service firm by the Prime Contractor or any Subcontractor or 2nd Tier Subcontractor during the estimate period.

A separate DBE Payment Log form is required for each DBE firm receiving payments for work completed or services provided during each estimate period. The DBE Payment Log forms, along with instructions for their use, are available on the Department's website at:

http://ardot.gov/Construc/DBE_Log.xls

All certifications of payments must be received by the Resident Engineer within thirty-five (35) calendar days following the end of each estimate period. Facsimile or scanned copies of the completed original payment log forms are acceptable to fulfill this requirement.

Upon completion of the contract, a final certificate of payments to all DBE firms -- page 5 of this Special Provision -- is required by Subsection 103.08 (h). The final amount paid to each DBE firm shall match the total to date reported on the last DBE payment log submitted for each firm. If necessary, an additional DBE payment log shall be submitted with the certificate of payment itemizing all payments made to DBE firms since the last estimate period. A signed, original of the Final Certificate of Payment must be furnished to the Resident Engineer.

CITY OF FAYETTEVILLE

DBE Subcontractor Payment Log

Job Number _____ Prime Contractor _____

Estimate No. _____ DBE Subcontractor _____

Estimate Ending Date_____ Date Payment Made to DBE _____

Item Code*	Item Description	Subcontract Unit Price	2nd Tier Unit Price	Quantity	Value Earned By Subcontractor

* Item Codes for pay items are shown on the estimate voucher

Total This Estimate	
Retainage Withheld This Estimate	
Net Total This Estimate	
Previous Total	
Total To Date	

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

___% Retainage

The Prime Contractor certifies that the payment listed has been made to the DBE Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature_____ Title _____

Typed or Printed Name_____ Date _____

Department Use Only

Received By _____ Date _____

Verified By _____ Date _____ RE Initials _____

Rev. 9-6-17

CITY OF FAYETTEVILLE

DBE Prime Contractor Payment Log

Job Number _____ DBE Prime Contractor _____

Estimate No. _____

Estimate Ending Date_____

Item Code*	Item Description	Contract Unit Price	Sub Unit Price	Quantity	Value Earned By DBE Prime

* Item Codes for pay items are shown on the estimate voucher

Total This Estimate	
Previous Total	
Total To Date	

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the information shown above is correct and represents the value earned by the DBE Prime Contractor during the above estimate period.

Authorized Signature_____ Title _____

Typed or Printed Name_____ Date _____

Department Use Only

Received By _____ Date _____

Verified By _____ Date _____ RE Initials _____

Rev. 9-6-17

CITY OF FAYETTEVILLE

DBE 2nd Tier Payment Log

Job Number _____ Prime Contractor _____

Estimate No. _____ Subcontractor _____

Estimate Ending Date_____ DBE 2nd Tier Subcontractor _____

Date Payment Made to DBE _____

Item Code*	Item Description	2nd Tier Unit Price	Quantity	Value Earned by 2nd Tier

* Item Codes for pay items are shown on the estimate voucher

Total This Estimate	
Retainage Withheld This Estimate	
Net Total This Estimate	
Previous Total	
Total To Date	

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

___% Retainage

The Prime Contractor certifies that the payment listed has been made to the DBE 2nd Tier Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature_____ Title _____

Typed or Printed Name_____ Date _____

Department Use Only

Received By _____ Date _____

Verified By _____ Date _____ _____ RE Initials

Rev. 9-6-17

CITY OF FAYETTEVILLE
CERTIFICATE OF PAYMENT

JOB _____ **F.A.P.** _____

JOB NAME _____

ORIGINAL CONTRACT AMOUNT $_____ **DBE GOAL $**_____*
(Contract Commitment)

DBE CONTRACT GOAL ___%

FINAL PAYMENT TO DBEs

The undersigned Contractor on the above mentioned project hereby certifies that the following amount(s) were paid to:

DBE Subcontractor(s)	Amount Paid
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total Paid to DBEs	$

Only payments related to work, services, or material actually provided by DBE firms should be shown. Payments under second tier subcontracts from DBE firms to non-DBE firms should not be included.
DBE prime Contractors should include the value of work performed by its own forces.

Contractor:			
Signature:			
Typed or Printed Name:			
Title:		Date:	

THIS "CERTIFICATE OF PAYMENT" IS TO BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO PROJECT ACCEPTANCE.

* If goal not met, brief explanation: _____

_____

_____

_____

Title VI CONTRACT PROVISIONS

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) Cancelling, terminating or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Revised: 5-11-16

TITLE VI CONTRACT PROVISIONS
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and Ill of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the SPONSOR **at the time proposals are submitted**.

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. _____ _____
(Name of Bidder)

F.A.P. No. _____ _____
(Signature)

_____ _____
(Date Executed) (Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20_____.
My commission expires:_____

_____
(Notary Public)

(NOTARY SEAL)

TECHNICAL SPECIFICATIONS

LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL
(RTP-22) (S)
ARDOT JOB 040922
F.A.P. RTP-1302(367)

CITY OF FAYETTEVILLE, ARKANSAS

Prepared by:
Michael Baker International
101 South Spring St., Suite 100
Little Rock, Arkansas 72201
(501) 907-6223

Prepared For:
City of Fayetteville
Parks, Natural Resources, & Cultural Affairs
100 W. Rock St., Suite 250
Fayetteville, Arkansas
(479) 444-3471

Michael Baker
INTERNATIONAL

CITY OF
FAYETTEVILLE
ARKANSAS

TECHNICAL SPECIFICATIONS

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, EDITION OF 2014, AND THE BELOW LISTED SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS.

CITY OF FAYETTEVILLE MINIMUM STREET STANDARDS, 2020 EDITION.

CITY OF FAYETTEVILLE TREE PRESERVATION AND LANDSCAPE MANUAL, 2016 EDITION.

CITY OF FAYETTEVILLE CODE OF ORDINANCES.

WHERE CONFLICTS EXIST BETWEEN THE SPECIFICATIONS LISTED ABOVE, THE MOST RECENT CITY OF FAYETTEVILLE REQUIREMENTS WILL GOVERN UNLESS SHOWN OTHERWISE IN THE PLANS.

SPECIAL PROVISIONS & SUPPLEMENTAL SPECIFICATIONS

NUMBER	TITLE
ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
FHWA-1273	REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS
FHWA-1273	SUPPLEMENT - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS
FHWA-1273	SUPPLEMENT - POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
FHWA-1273	SUPPLEMENT - REVISIONS OF FHWA-1273 FOR OFF-SYSTEM PROJECTS
100-3	CONTRACTOR'S LICENSE
210-1	UNCLASSIFIED EXCAVATION
303-1	AGGREGATE BASE COURSE
306-1	QUALITY CONTROL AND ACCEPTANCE
501-3	PORTLAND CEMENT CONCRETE PAVEMENT
633-1	CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING
800-1	STRUCTURES
802-3	CONCRETE FOR STRUCTURES
802-5	CONCRETE FOR STRUCTURES
804-2	REINFORCING STEEL FOR STRUCTURES
JOB 040922	BUY AMERICA - CONSTRUCTION MATERIALS
JOB 040922	CARGO PREFERENCE ACT REQUIREMENTS
JOB 040922	CAVE DISCOVERY
JOB 040922	CRUSHED LIMESTONE TRAIL
JOB 040922	EXCAVATION SAFETY SYSTEMS
JOB 040922	INSURANCE AND BONDS
JOB 040922	PREFABRICATED STEEL TRUSS SUPERSTRUCTURE
JOB 040922	PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
JOB 040922	SEEDING MIXTURE MODIFICATIONS
JOB 040922	SOLID SODDING MODIFICATIONS

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

Errors noted in the printed book of Standard Specifications for Highway Construction, Edition of 2014, are listed below and this publication is hereby revised as follows:

Page 124: The third sentence of the first paragraph of Subsection 110.03(c) should read: The Engineer will make a decision within 10 business days concerning the necessity or practicability of the request.

Page 195: The sixth paragraph of subsection 303.02 should read: For Classes 1 through 8 materials, the fraction passing the #200 (0.075 mm) sieve shall not be greater than three-fourths of the fraction passing the #40 (0.0425 mm) sieve. For Classes 3 through 8, the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.

Page 363: In the second paragraph of Subsection 502.02, the reference to ASTM 775 should be replaced by “ASTM A 775”.

Page 636: In the second paragraph of Subsection 730.02, the references to AASHTO M 183 should be replaced with ASTM A36.

Page 637: The last sentence of the second paragraph of Subsection 730.03 should read: All bolts, nuts, and washers shall be galvanized according to AASHTO M 232 or ASTM B 695, Class 40 or 50.

Page 767: In the fourth paragraph of Subsection 807.06(a), the reference to ASTM B595 should be replaced by “ASTM B695”.

Page 841: Subsection 817.04(a) should read: The treatment of lumber and timber shall meet the applicable requirements of the current edition of the AWPA, Standards U1, Commodity Specification E, Use Category UC4C.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) 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, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity – Goals and Timetables, and (3) Equal Employment Opportunity – Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the sponsor is responsible. The sponsor performs the necessary compliance review and enforcement of this supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

AHTD and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 1137S are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. The initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the 'Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)' for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.

b. The contractor will work with the sponsor and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer.

The contractor will designate and make known to the sponsor contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. <u>Recruitment</u>

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity Employer.' All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools. colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In, addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

6. <u>Personnel Actions</u>.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race,

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training, In the event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions.

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the union and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below,

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor and shall set forth what efforts have been made to obtain such information.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the sponsor.

9. Subcontracting.

a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports.

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the sponsor and the Federal Highway Administration.

c. The contractors will submit an annual report to the State Highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. Ibis information is to be reported on Form PR 1391.

11. Corrective Action Plans.

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

In the event that the designated representative of the sponsor finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the sponsor and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

compliance. 'Ibis collective action plan, in order to be accepted by the sponsor, shall include the following mandatory enforcement language:

"If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the Arkansas State Highway Commission or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the Arkansas State Highway Commission alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15-day period has elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice."

"It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the Arkansas State Highway Commission believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding."

"Violation of this agreement may subject (name of contractor) to sanctions pursuant to the Arkansas State Highway Commission contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief."

The contractor will submit quarterly reports to the sponsor as a result of any deficiencies cited during an equal employment opportunity compliance review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the 'Equal Opportunity Clause' and the ‘Standard Federal Equal Employment Specifications’ set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor’s aggregate workforce in each trade on all construction work in covered area, are as follows:

MINORITIES

COUNTY

Arkansas	16.4%	Lee	26.5%
Ashley	16.4%	Lincoln	16.4%
Baxter	3.3%	Little River	19.7%
Benton	3.3%	Logan	6.6%
Boone	3.3%	Lonoke	16.4%
Bradley	16.4%	Madison	3.3%
Calhoun	16.4%	Marion	3.3%
Carroll	3.3%	Miller	19.7%
Chicot	16.4%	Mississippi	26.5%
Clark	16.4%	Monroe	16.4%
Clay	26.5%	Montgomery	16.4%
Cleburne	16.4%	Nevada	20.2%
Cleveland	16.4%	Newton	3.3%
Columbia	20.2%	Ouachita	16.4%
Conway	16.4%	Perry	16.4%
Craighead	26.5%	Phillips	26.5%
Crawford	5.6%	Pike	20.2%
Crittenden	32.3%	Poinsett	26.5%
Cross	26.5%	Polk	6.6%
Dallas	16.4%	Pope.	16.4%
Desha	16.4%	Prairie	16.4%
Drew	16.4%	Pulaski	15.7%
Faulkner	16.4%	Randolph	26.5%
Franklin	6.6%	Saline	15.7%
Fulton	16.4%	Scott	6.6%
Garland	16.4%	Searcy	3.3%
Grant	16.4%	Sebastian	5.6%
Greene	26.5%	Sevier	20.2%
Hempstead	20.2%	Sharp	16.4%
Hot Spring	16.4%	Stone	16.4%
Howard -	20.2%	St. Francis	26.5%
Independence	16.4%	Union	16.4%
Izard	16.4%	Van Buren	16.4%
Jackson	16.4%	Washington	3.3%
Jefferson	31.2%	White	16.4%
Johnson	16.4%	Woodruff	16.4%
Lafayette	20.2%	Yell	16.4%
Lawrence	26.5%		

FEMALES
Statewide – 6.9%

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations and on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall Good Faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

boards accessible to all employees at each location where construction work is performed.

g. Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thou-h the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee. helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
1.	Equal Employment Opportunity is the Law	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
2.	"EEO is the Law" Poster Supplement	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
3.	Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP) *Union Contractors Only	Contractor to Prepare: a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
4.	Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Program Management Division – ARDOT

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
5.	"Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	ARDOT Resident Engineer
6.	"Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	ARDOT Resident Engineer
7.	Minimum Wage Rate (WH 1088)	U. S. Department of Labor	ARDOT Resident Engineer
8.	"NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	ARDOT Resident Engineer
9.	Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
10.	Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
11.	Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
12.	WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees	State of Arkansas	Insurance Carrier
	Self-Insurer	State of Arkansas	Administrator - Self-Insured Group

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
13.	Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300). The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.	U. S. Department of Labor (OSHA) Public Law 91-596	ARDOT Resident Engineer
14.	Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.	U. S. Department of Labor	ARDOT Resident Engineer
15.	Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	ARDOT Resident Engineer
16.	Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	ARDOT Resident Engineer
17.	Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	ARDOT Resident Engineer
18.	Pay Transparency Nondiscrimination Provision	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer

FHWA-1273 SUPPLEMENTAL SPECIFICATION

REVISIONS OF FHWA-1273 FOR OFF-SYSTEM PROJECTS

All references to FHWA-1273 to minimum wage rates required by the Davis-Bacon Act are hereby deleted. Davis-Bacon minimum wage rates are not applicable to this contract. All other provisions of FHWA-1273 apply including the submittal of weekly payroll records.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONTRACTOR'S LICENSE

Section 102 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The third paragraph of **Subsection 102.01, Prequalification of Bidders,** is hereby deleted and the following substituted thereof:

The attention of prospective bidders is directed to Ark. Code Ann. §17-25-101 et seq., Act 150 of the 1965 Acts of Arkansas, being an "Act Regulating the Practice of Contracting in the State of Arkansas", and any subsequent amendments made thereto. When the work offered is financed in whole with State funds and is estimated to cost $50,000 or more, the prospective bidder must show evidence of its license and evidence of registration or license of its subcontractors with the Contractors Licensing Board for the State of Arkansas before being furnished with a proposal form.

The third paragraph of **Subsection 108.01, Subletting of Contract,** is hereby deleted and the following substituted thereof:

It shall be the responsibility of the Contractor to determine that all parties performing work amounting to $50,000 or more are currently licensed or registered by the Contractors Licensing Board for the State of Arkansas.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

UNCLASSIFIED EXCAVATION

Section 200 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the first paragraph of **Subsection 210.08, Excavation Operations:**

When performing excavation to construct cut slopes, the Contractor shall not excavate material below the finished slope grade. If excavation is performed more than 8 inches below the finished cut slope grade, overcut material shall be removed at no cost to the Department and replaced with clean durable stone. The stone source and gradation shall be approved by the engineer before placement. There shall be no payment for this work.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

AGGREGATE BASE COURSE

Section 303 of the Standard Specifications for Highway Construction, Edition 2014, is hereby amended as follows:

The second paragraph of **Subsection 303.02, Materials** is hereby deleted and the following substituted therefor:

> The Contractor shall have the option of using any higher numbered class Aggregate Base Course than that specified, provided that payment will be for the class specified. Acceptance criteria shall be for the class specified. Different classes of Aggregate Base Course shall not be mixed in the same location.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

QUALITY CONTROL AND ACCEPTANCE

Division 300 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first sentence of the third paragraph **Subsection 306.03 Acceptance Testing** is hereby deleted and the following substituted therefor:

> If the material being furnished is crushed stone the Department will furnish the PL, LL, and PI for the material, further tests for PL, LL, and PI are waived.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE PAVEMENT

Division 500 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 501.02(a), Cement,** are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 501.02(a), Cement,** are hereby deleted and the following substituted therefor:

The total alkalis in the Portland cement or blended cement (Na_2O + 0.658 K_2O) shall not exceed 0.60%. The total alkali content in the cementitious material shall not exceed 5 lb/cu yd (2.4 kg/cu m).

The fifth paragraph of **Subsection 501.02(b), Fine Aggregate,** is hereby deleted.

The sixth paragraph of **Subsection 501.02(c), Coarse Aggregate,** is hereby deleted.

Subsection 501.02(f), Cement Replacements, (1) Fly Ash, is hereby deleted and the following substituted therefor:

(1) Fly Ash. Fly ash for use with Portland cement or blended cement shall comply with the requirements of AASHTO M 295, Class C or Class F. Mixing of Class C or Class F fly ashes will not be permitted.

The sixth through thirteenth paragraphs of **Subsection 501.03 Mix Design. (a), General,** are hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. Fly ash will not be allowed as a substitute for high early strength cements.

Slag cement may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at a rate of one kilogram (pound) of slag cement for each pound (kilogram) of cement replaced. Slag cement will not be allowed as a substitute for high early strength cements. Ternary mixes (cement, fly ash, and slag cement) are not allowed.

The minimum 28-day compressive strength shall be 4000 psi (28.0 MPa) when tested according to AASHTO T 22. Test specimens will be made and cured according to AASHTO T 23 or T 126 as applicable.

The mixed concrete shall a have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design. All admixtures shall comply with Subsection 501.02(e).

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE PAVEMENT

Fine and coarse aggregate shall be added only in such proportion that satisfactory plasticity, workability, and consistency of the mix are maintained, with the further provision that the ratio of the fine aggregate to cement, based on dry and rodded measure, shall be not less than 1.5 nor more than 2.5.

The specified water/cement ratio shall not be exceeded, and the minimum compressive strength shall be met.

A minimum of 15 working days prior to the commencement of paving operations, the contractor shall submit to the Engineer of Materials for review and approval the following:

- Certification for the low alkali cement proposed for use OR the results of fine and coarse aggregates Potential Alkali Reactivity test (AASHTO T 303) in accordance with Options 1 or 2 of Subsection 501.02.
- A Job Mix Formula (JMF) that contains sources of all aggregates proposed for use, a composite gradation of all aggregates, and proportions of each aggregate. Individual gradations of each aggregate shall be included. The JMF may only be changed upon written approval of the Engineer. Composite gradations will be calculated using ARDOT Test Method 558.
- A completed ARDOT Concrete Mix Design Submittal form. This form is located on the Materials Division website for download.

The last sentence of the third paragraph of **Subsection 501.05(c), Measuring Materials, (1) General,** is hereby deleted and the following substituted therefor:

The load ticket shall show the following information:

1. Unique ticket number.
2. Identification of the truck.
3. Date and time of batching.
4. Total weights and/or volumes of each component.
5. Total volume of mix.
6. Total quantity of water added after batching.
7. Time of discharge.
8. ARDOT Mix Design ID

The first sentence of **Subsection 501.08, High Early Strength Concrete Pavement,** is hereby deleted and the following substituted therefor:

Cement used in High Early Strength Concrete shall conform to AASHTO M 85, Type III, AASHTO M 240, Table 3, or a Rapid Hardening Hydraulic Cement in compliance with ASTM C1600.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 633, Concrete Walks, Concrete Steps, and Hand Railing, is hereby modified as follows:

Subsection 633.02(E) Expansion Joints is hereby deleted and the following substituted therefor:

> A space not less than ½" (12mm) wide shall be left between the sidewalks and adjacent structures. This space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project. No space or joint filler is required between the sides of the walks and adjacent curbs.
>
> Transverse expansion joints shall be placed at a maximum interval of 45' (13.7m). Transverse joints shall be constructed using approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
STRUCTURES

Sections 802, 805, 807, 809 and 817 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

The fifth sentence of the ninth paragraph **802.14(b), Permanent Steel Deck Forms,** is hereby deleted and the following is substituted therefor:

(b) However, welding of form supports to flanges of steels other than ASTM A709, Grade 36 (250), 50 (345), or 50W (345W) of a weldable grade, and to those portions of a flange subject to tensile stresses will not be permitted except as provided for in the plans. Welding shall be accomplished by certified welders and according to Subsection 807.26 except that 1/8" (3mm) fillet welds will be permitted.

Subsection 805.03(c) is hereby deleted and the following is substituted therefor:

(c) Unless otherwise specified, steel piles shall consist of structural shapes of the section shown on the plans and shall comply with ASTM A709, Grade 36 (250).

Subsection 807.05, Structural Steel, is hereby deleted and the following substituted therefor:

Unless otherwise specified, structural steel shall conform to the requirements of Structural Steel for Bridges, ASTM A709, except that the Charpy V-Notch Impact test requirements shall apply only to materials designated on the contract drawings as main load carrying member components. When Charpy V-Notch tests are required, the test results shall conform to the requirements specified for Zone 1 minimum service temperature.

Grade 36 (250) shall be furnished unless otherwise specified.

Steel shall be furnished according to the following specifications:

(a) Carbon Steel. Unless otherwise specified, structural carbon steel for bolted or welded construction shall conform to ASTM A709**,** Grade 36 (250). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections may be ASTM A1011, SS, Grade 36 (250), Type 2, Grade 40 (275), Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

(b) High Strength Low-Alloy Structural Steel. High strength low alloy structural steel shall conform to ASTM A709, Grades 50 (345) or 50W (345W). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of painted bridges may be ASTM A 1011, SS, Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of unpainted weathering steel may be ASTM A 606, Type 4.

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(c) High-Yield-Strength, Quenched and Tempered Alloy Steel Plate. High yield strength, quenched and tempered alloy steel plate shall conform to ASTM A514, Grade 100 (690).

Quenched and tempered alloy steel structural shapes and seamless mechanical tubing shall meet all of the mechanical and chemical requirements of ASTM A514, Grade 100 (690), except that the specified maximum tensile strength may be 145,000 psi (1000 MPa) for seamless mechanical tubing.

(d) Structural Steel for Eyebars. Steel for eyebars shall be of a weldable quality conforming to ASTM A709, Grade 36 (250), Grade 50 (345), or Grade 50W (345W).

Subsection 807.06, High Strength Bolts, Nuts, and Washers for Structural Steel Connections, is hereby deleted and the following is substituted therefor:

(a) Specifications. High strength bolts shall be heavy hex and shall conform to the requirements of ASTM F3125, Grade A325, Heavy Hex, except as modified herein. Type 1 bolts shall be provided when used with painted structural steel or when galvanized bolts are specified. Type 3 bolts shall be provided when used with unpainted weathering structural steel. The maximum hardness of high strength bolts shall be 33 Hardness Rockwell C.

Nuts shall be heavy hex and shall conform to the requirements of ASTM A563 or AASHTO M 292. Nuts for plain, uncoated Type 1 bolts shall be Grade 2H, Grade DH or DH3. Nuts for Type 3 bolts shall be Grade DH3. Nuts for galvanized bolts shall be Grade 2H or Grade DH. When galvanized nuts are furnished, the zinc coating, overtapping, lubrication, and proof loading shall be in accordance with ASTM A563.

Washers shall conform to the requirements of ASTM F436. Where necessary, washers may be clipped on one side to a point not closer than 7/8 of the bolt diameter from the center of the washer. Beveled washers shall be used in the flanges of American Standard beams and channels. Weathering steel washers shall be used with Type 3 bolts.

When galvanized bolt assemblies are specified, the bolts, nuts, and washers shall be galvanized according to AASHTO M 232, Class C, or ASTM B695, Class 50. All components in a fastener assembly shall be galvanized by the same process.

Galvanized nuts shall be provided with a lubricant that is clean and dry to the touch. The lubricant shall contain a visible dye so that a visual check can be made for the lubricant at the time of field installation. Plain, uncoated bolts, nuts, and washers must be "oily" to the touch when installed.

(b) Required Tests. High strength fasteners, plain and galvanized, shall be subjected to a rotational capacity test according to ASTM F3125 Annex A2, and shall meet the following requirements:

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1. Go through two times the required number of turns (from snug tight conditions) indicated in Table 807-1, in a Skidmore-Wilhelm Calibrator or equivalent tension measuring device, without stripping or failure.
2. During this test, the maximum recorded tension shall be equal to or greater than 1.15 times the Minimum Bolt Tension as shown in Table 807-3.
3. The measured torque needed to produce the Minimum Bolt Tension shall not exceed the value obtained by the following equation:

$$\text{Torque} = 0.25 * P * D$$

where:
Torque = Maximum Measured Torque
(Foot-pounds [newton meter])
P = Measured Bolt Tension (pounds [kilonewtons])
D = Nominal Diameter (Feet [mm])

Proof load tests according to ASTM F606M (F606) Method 1 are required for the bolts. Wedge tests of full size bolts are required according to Section 10 of ASTM F3125. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests according to ASTM A563 are required for the nuts. The proof load tests for nuts to be used with galvanized bolts shall be performed after galvanizing, overtapping, and lubricating.

The Engineer shall be furnished with a manufacturer's certification for all high strength bolts, nuts, and washers used on the project. This certification shall provide a lot number, shop order number, or other identification such that the heat number from which the items were made can be traced. This identifying number shall also appear on the sealed shipping containers. The certification shall indicate when and where all testing was done, including the rotational capacity tests, and shall include the zinc thickness when galvanized bolts, nuts, and washers are used.

Item (1) of **Subsection 807.26(b), Modification of Structural Welding Code,** is hereby deleted and the following is substituted therefor:

(1) Subparagraph 1.3.4 is modified to include:

Electroslag welding shall not be used as a welding process on bridge structures.

The first paragraph of **Subsection 807.71, High Strength Bolt Connections,** is hereby deleted and the following is substituted therefor:

(a) General. High strength bolts meeting the requirements of ASTM F3125, Grade A325, Heavy Hex, including Annex A2, shall be furnished unless otherwise specified.

Subsection 807.77, Materials (a) Inorganic Zinc-Rich Primer, is hereby deleted and the following is substituted therefor:

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(a) Inorganic Zinc-Rich Primer. The prime coat shall be an inorganic zinc-rich paint complying with the requirements of AASHTO M 300 for Type 1 or Type II.

The paint shall qualify for a Class A classification (slip coefficient of 0.33 or greater) when tested according to "Testing Methods to Determine the Slip Coefficient for Coatings used in Bolted Joints", in Appendix A of *Specification for Structural Joints Using High-Strength Bolts* as published by the Research Council on Structural Connections.

The first paragraph of **Subsection 809.02(b), Armored Joint with Neoprene Strip Seal,** is hereby deleted and the following is substituted therefor:

(b) Armored Joint with Neoprene Strip Seal. The armored joint shall consist of steel extrusions with neoprene strip seal. Steel extrusions shall conform to the requirements of ASTM A709, Grade 50W, or as specified.

Subsection 817.02(b), Steel Items, is hereby deleted and the following is substituted therefor:

(b) Steel Items. Bars, plates, and structural shapes shall be of steel conforming to the requirements of ASTM A709, Grade 36 (250), except that Charpy V-Notch Impact tests are not required.

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CONCRETE FOR STRUCTURES

Section 802 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth paragraph of **Subsection 802.19(b)(1), Class 1, Ordinary Surface Finish,** is hereby deleted and the following is substituted therefor:

The tops of caps shall be properly finished with a steel trowel to a smooth finish at the plan elevation and shall not be deformed, recessed, or irregular. Any misalignment in the area of the bridge seat shall be corrected to form a level surface. All corrective action (including changes to the finished elevation of the concrete surface) greater than 1/8" (3 mm) must be submitted to the Engineer for review and approval.

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CONCRETE FOR STRUCTURES

Division 800 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 802.02(a), Cement,** are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland or blended cement (Na_2O + 0.658 K_2O) shall not exceed 0.60%. The total alkalis in the cementitious material shall not exceed 5 lbs./cu yd (2.4 kg/cu m).

The sixth paragraph of **Subsection 802.02(b), Fine Aggregate,** is hereby deleted.

The sixth paragraph of **Subsection 802.02(c), Coarse Aggregate,** is hereby deleted.

Subsection 802.02(e), Admixtures, is hereby deleted and the following substituted therefor:

(e) Admixtures. Admixtures shall be from sources that are listed on the Department's QPL in Division 500. Admixtures will be reviewed and approved during the mix design submittal. Admixtures shall be compatible with each other, as advised by the manufacturer. The admixture dosage rate range as recommended by the manufacturer shall be used. Should the dosage rate for any admixture not yield desirable characteristics in the concrete, the dosage of admixture used shall be based on test results obtained by trial batches.

Admixtures shall be added to the mixing water by means of a mechanical dispenser that will accurately meter the additive throughout the mix water cycle. The dispenser shall be constructed and connected so that the amount of admixture entering the mixing water can be readily determined.

Subsection 802.05(b), Mix Design by the Contractor, is hereby deleted and the following substituted therefor:

(b) Mix Design by the Contractor. The proportions to be used in the mix for each class shall be determined by the Contractor using the absolute volume method. The Contractor may use the procedure provided in the ACI Standard 211.1 or Portland Cement Association "Design and Control of Concrete Mixtures", modified to comply with the minimum compressive strength and maximum water/cement ratio specified for the class of concrete. A minimum of 15 business days prior to the start of production of the concrete mixture, the Contractor shall submit test results and/or certifications for all materials and detailed mix design data to the Engineer of Materials for review and approval. The ARDOT Concrete Mix Design Submittal form is available for download on the Materials Division website and shall be used. The Department will assign a Mix Design ID, and it shall be included on the delivery ticket.

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The Contractor will submit slump ranges during the mix design process. The Engineer of Materials will determine the allowable tolerances for slump during review of the mix design. The mixed concrete shall a have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design.

Acceptance of the mix design by the Engineer will be based on apparent conformity to the requirements shown in Table 802-1 and listed herein. If the mix design fails to produce acceptable results or if there is a change in the aggregates, fly ash, or cement being used, a new mix design will be required. It shall remain the Contractor's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria specified. When requested by the Engineer, the Contractor shall submit samples of all materials for verification testing. Production shall not begin until the mix design is accepted by the Engineer.

A mix design submitted for acceptance need not be prepared specifically for this project but may be a previously accepted design that uses the same materials and meets the same design criteria.

Mix designs accepted under this section will become the property of the Department and may be accepted for use on other projects, by other contractors, or by the Department.

In **Table 802-1,** Slump Range for all classes of concrete are hereby deleted.

The first paragraph of **Subsection 802.05(d), Fly Ash,** is hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced, in all classes of concrete except Class B. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. The water/cement ratio shall be calculated using the total weight of both cement and fly ash. Fly ash in Class B concrete shall meet the requirements specified in Subsection 802.05(c) and listed herein. Mixtures with fly ash shall meet the same requirements as mixtures without fly ash. Fly ash will not be allowed as a substitute in high early strength mixes. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations.

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SUPPLEMENTAL SPECIFICATION

REINFORCING STEEL FOR STRUCTURES

Section 804 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 804.02 Materials (b) Wire and Wire Fabric is hereby deleted and the following is substituted therefor:

(b) Wire and Welded Wire Reinforcement. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For plain wire, Grade 70 shall be furnished unless otherwise specified.

Welded wire reinforcement, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For welded wire reinforcement, Grade 65 shall be furnished unless otherwise specified. The type of welded wire reinforcement shall be approved by the Engineer.

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BUY AMERICA - CONSTRUCTION MATERIALS

Description: **Section 106, Control of Material**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as **Subsection 106.01(c) Construction Materials**

Buy America – Construction Materials. (1) General. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021 (BIL Build America, Buy America Act Publication L. No. 117-58). This provision expands the Buy America requirements beyond what was only required for steel and iron products. The steel and iron provisions have not changed with the new law. Buy America requirements are in effect only on Federal-Aid contracts and all construction materials shall be produced/manufactured in the United States. Items specifically excluded from this requirement are cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives (including asphalt binders). All other materials permanently incorporated into the project will be subject to Buy America requirements.

(2) Definitions. A construction material includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable);
- glass (including optic glass);
- lumber; or
- drywall.

Items manufactured through a combination of either two or more materials listed above, or at least one of the materials listed above and a material not listed shall be considered as a manufactured product, rather than as a construction material.

Build America, Buy America provisions specified for manufactured products in Section 70912(6)(B) of the Infrastructure Investment and Job Act (IIJA) do not apply to federal-aid construction projects per FHWA's existing statutory requirement applicable to manufactured products. A "manufactured product" is considered to be an item that undergoes one or more manufacturing processes before the item can be used on a construction project.

All construction materials shall be produced in the United States. This means all manufacturing processes to produce the construction materials shall occur in the United States. All manufacturing processes for construction materials shall mean the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

(3) Compliance. The Contractor shall ensure that all manufacturing processes for each covered product comply with this Buy America Provision. Non-conforming products shall be replaced at no expense to the Department. It is the contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated into the project.

Buy America requirements do not apply to temporary elements not permanently incorporated into a project. This includes falsework, temporary sheet piling, detour bridges, temporary elements left in place at the contractor's convenience, unless the contract plans and specifications require steel or iron components or imply that the item be left in place, or items that are simply moved from one place to another within the same project. Buy America only applies to construction

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materials that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, removed at or before completion of the project.

(4). Certification. The contractor shall provide a certification from the supplier for each construction material, stating that it meets the provisions of this specification or the Build America/Buy America act, prior to incorporating any construction material into the project. The supplier certifying may be the original manufacturer, fabricator, or vendor provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with the certification.

(5). Examples of Pay Items Affected. The following are items from the Standard Specifications that must meet the requirements of this specification. This list is provided for bidders' information and is not to be considered as all-inclusive as other items covered by the standard specifications, supplemental specifications, and special provisions may also fall under these requirements:

Non-Ferrous Metals	
Item	**Specification Section**
Aluminum Pipe Culverts	606
Aluminum Chain Link Fence	619
Aluminum Gates	619
Mailboxes	637
Electrical Conductors	700, 708
Ground Rods	701, 712, 714, 715
Loop Wiring	704
Feeder Wire	704
Traffic Signal Cable	708
Sign Supports	724, 730
Sign Panels	723, 725, 726, 727, 728
Video Cable	733
Metal Bridge Railing	806
Bridge Name Plates	812

Plastic/Polymer Based Products	
Item	**Specification Section**
Polyethylene Pipe Culverts	606
PVC Pipe Culverts	606
RC Pipe Culvert Gaskets	606
Drop Inlet Steps	609, 610, 640
ABS or Polyethylene Pipe for Underdrains	611
PVC Pipe for Underdrain Laterals	611
Filter Fabrics	611, 625, 629, 816
Geotextile Fabrics	625
Tactile Panels for Wheelchair Ramps	641
Non-Metallic Conduit (PE & PVC)	710
Sand Barrels/Lids for Impact Attenuation Barriers	731

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Glass	
Item	**Specification Section**
Glass Beads (drop on application)	718, 719
Fiber Optic Cable	Job SP
Windows in Building Construction	Job SP

Lumber	
Item	**Specification Section**
Wood Guard Rail Posts	617, 639
Wood Block Outs for Guardrail	617,639
Wood Posts for Guard Cable	618
Fence Posts and Braces (Type A, B, C and D)	619
Mailbox Supports	637
Treated Wood Poles	716
Treated Lumber	817
Treated Bridge Timbers	817
Timber Piling	818
Framing Lumber, Plywood, Trim Lumber in Building Construction	Job SP

Drywall	
Item	**Specification Section**
Drywall in Building Construction	Job SP

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CARGO PREFERENCE ACT REQUIREMENTS

The requirements of the Cargo Preference Act (CPA) and implementing regulations (46 CFR 381.7(a)-(b)) are applicable to this contract. For additional information, see the FHWA's web page:

https://www.fhwa.dot.gov/construction/cqit/cargo.cfm

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CAVE DISCOVERY

DESCRIPTION: This Special Provision shall be supplemental to Section 107.10 of the Standard Specifications, 2014 Edition, and concerns the procedure to be followed upon discovery of a cave.

CONSTRUCTION METHODS: In the event the construction operations encounter any indications that a cave has been discovered, the Contractor shall notify the Engineer immediately of the location, and work will be discontinued in the area. If any opening into a cave is discovered, access shall be denied and the area secured to prevent unauthorized entry. The Environmental Division shall be contacted for a determination of the proper procedures to be followed.

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LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL

CRUSHED LIMESTONE TRAIL

1.0 GENERAL

This Special Provision hereby is an addition to any requirements in the Arkansas State Highway and Transportation Department Standard Specifications for Construction, 2014 Edition. This item shall consist of the construction of a crushed limestone trail in accordance with these specifications and at the locations shown on the plans and as specified in the trail details.

2.0 MATERIALS OF CONSTRUCTION

2.1 Crushed limestone

Limestone shall be crushed and screened to a 1/4 in. minus size in accordance with AASHTO T11-82 and T27-82.

A crushed limestone material sample shall be submitted and approved by the Engineer and the City of Fayetteville – Parks and Recreation Department prior to construction.

2.2 Metal Edging

Metal edging shall be 4 in. (11-gauge minimum thickness), hot rolled, standard flexible carbon steel in compliance with ASTM A 621 including stakes designed specifically to anchor metal edging in place and made by the manufacturer of the metal edging for which they will be used.

Manufacturer’s literature along with a sample 3 in. section of specified size and finish shall be submitted and approved by the Engineer and the City of Fayetteville – Parks and Recreation Department prior to construction.

3.0 CONSTRUCTION REQUIREMENTS

Crushed limestone trail shall be constructed in accordance with these specifications and at the locations shown on the plans and as specified in the trail details. Before compaction, crushed limestone shall be watered at a gentle rate which will dampen and thoroughly moisten the entire surface of the trail to drive surface fines into voids. The equipment and methods used shall be such that the application of water will not cause erosion, washing away of fines, or excessive movement of the in-place material. Water may be added during compaction, if needed.

The metal edging portion of the crushed limestone trail shall be installed in accordance with the manufacturer’s specifications at the locations shown on the plans and as specified in the trail details.

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CRUSHED LIMESTONE TRAIL

4.0 METHOD OF MEASUREMENT

Crushed limestone trails will be measured by the square yard (square meter).

5.0 BASIS OF PAYMENT

Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard (square meter) for Crushed Limestone Trail, which price shall be full compensation for excavation and backfilling; for furnishing materials including metal edging; for constructing the crushed limestone trail; for watering before and during compaction; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Crushed Limestone Trail	Square Yard (Square Meter)

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EXCAVATION SAFETY SYSTEMS

DESCRIPTION: This Special Provision covers trench and excavation safety system required for constructing improvements that necessitate open excavations on the project. All work under this item shall be in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart "P", a copy of which may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

NOTIFICATIONS REQUIRED: The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet in depth.

The Contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b)(2) for the purpose of locating utilities and underground installations.

EXISTING STRUCTURES AND UTILITIES: Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the owner of the structure or utility and the Project Owner.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT: The work required by this item will be paid for at the lump sum price bid for "Trench and Excavation Safety Systems". After award of the contract, the Contractor shall submit to the Engineer a breakdown of cost for work involved in the lump sum price bid for "Trench and Excavation Safety Systems" and shall, with each periodic payment request, submit a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

Payment will be made under:

Pay Item	Pay Unit
Excavation Safety Systems	Lump Sum

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INSURANCE AND BONDS

Section 601 of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following sentence is added at the end of the second paragraph of **Subsection 601.01**:

> It shall also include costs associated with insurance and bonding requirements as described in the bid package “General Terms and Conditions” and “Instructions to Bidders.”

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SPECIAL PROVISION

LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL

PREFABRICATED STEEL TRUSS SUPERSTRUCTURE

1.0 GENERAL

1.1 Scope

This Special Provision hereby is an addition to any requirements in the Arkansas State Highway and Transportation Department Standard Specifications for Construction, 2014 Edition. This Special Provision is for a fully engineered half through truss (no overhead bracing) bridge of steel construction and shall be regarded as minimum standards for design and fabrication. The work included under this item shall consist of design, fabricating, finishing, transporting, and installing the steel truss bridge superstructure including bearing, bridge deck, and appurtenances.

1.2 Definitions

- *Owner*: City of Fayetteville, Arkansas. Entity who ultimately will own the bridge.
- *Engineer*: Michael Baker International. Engineering Entity or Firm who will be representing the Owner.
- *Contractor*: Entity who will be installing, and/or purchasing, the bridge.
- *Geotechnical Engineer*. McClelland Consulting Engineers. Engineering Entity or Firm who will be responsible for providing the Geotechnical information necessary to design the foundation system.
- *Bridge Manufacturer*: Firm who will be designing and supplying the bridge in accordance with these Special Provisions.

1.3 Qualified Bridge Manufacturer

Each Contractor is required to identify their intended prefabricated steel truss bridge supplier as part of the bid submittal. Qualified Bridge Manufacturers must have at least 5 years of experience fabricating these types of structures and shall have an up to date quality certification by AISC per Section 14.1 of these specifications. All suppliers shall fabricate their product utilizing a modern fabrication facility owned and operated by the Bridge Manufacturer.

Information on the intended Bridge Manufacturer must be submitted in a written request to the Engineer at least 10 days prior to the bid. The following information shall be provided in the written request:

- Bridge Manufacturer’s Product Literature,
- Name and resume of Bridge Manufacturer’s design professional who will be signing and sealing the engineering submittals,
- Copy of current AISC certification,
- Representative copies of detailed drawings, field procedures, calculations, quality control manual, welder’s certifications, proof of in-house C.W.I.,
- Listing of similar projects including owner, location, size, year of fabrication,

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PREFABRICATED STEEL TRUSS SUPERSTRUCTURE

contact person,
- Certification by the Bridge Manufacturer's Design Professional that the bridge proposed will be in accordance with all project development done up to the date of these specifications.

The above will be evaluated by the Engineer for accuracy and ability to provide the bridge in accordance with these specifications. Bridge Manufacturers may only be used if the Engineer provides written approval prior to the bid. The Engineer's ruling shall be final.

1.4 Bridge Manufacturer's Design Professional and Submittals

The Bridge Manufacturer shall have as a direct employee, an engineer who is experienced in bridge design to be in responsible charge of all engineering related tasks and design. The engineer shall have a minimum of 10 years of experience in bridge design and be a currently licensed civil or structural Professional Engineer in the State of Arkansas and shall be the engineer who will seal and sign the plans.

Engineering drawings, 11x17 format, shall be prepared and submitted to the Contractor, Owner, and Engineer for their review prior to fabrication. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the bridge being fabricated. All relative design information such as member size, ASTM/AASHTO material specification, dimensions necessary to fabricate and required welding shall be clearly shown on the drawings. Drawings shall have referenced details and sheet numbers. All drawings shall be stamped, signed and dated by the Bridge Manufacturer's Design Professional.

Structural calculations for the design of the bridge superstructure shall be prepared by the Bridge Manufacturer and submitted for review to the Contractor and Engineer after receipt of the order. Calculations shall include complete design, analysis and code checks for the controlling truss members, connectivity and support conditions, truss stability checks, deck design, deflection checks, bearings, anchor bolts, and all splices.

2.0 APPLICABLE CODES AND STANDARDS

2.1 Governing Specifications

Bridge shall be designed in compliance with the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2009 (*AASHTO Ped*). Calculations shall be in accordance with *AASHTO Ped* and this Special Provision, and formulas shall reference the appropriate sections.

2.2 Other Reference Codes, Specifications and Standards

- AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020 (*AASHTO LRFD*)

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SPECIAL PROVISION

LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL

PREFABRICATED STEEL TRUSS SUPERSTRUCTURE

- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, First Edition, 2005 (*AASHTO Signs*)
- AISC Steel Construction Manual, 15th Edition, 2017 (*AISC*)
- ANSI/AISC 360-16 Specification for Structural Steel Buildings, 2016 *(AISC 360)*
- American Welding Society, Structural Welding Code, D1.1, 2015 (*AWS D1.1*)
- American Welding Society, Bridge Welding Code, D1.5, 2015 (*AWS D1.5*)
- Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, 2014 Edition (*ArDOT Specs*)

The AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges shall control if any conflicting requirements occur with the Other Reference Documents and/or other local Codes.

3.0 BRIDGE SYSTEM TYPE

3.1 Truss Style

The truss architectural style shall be a bowstring truss. The vertical trusses shall be designed such that the top and bottom chord members will have a varying height along the length of bridge. The top chord will arch from its intersection with the bottom chord, rising to a peak height at the center of the bridge, and then falling to its intersection with the bottom chord at the other end of the truss. The end bay will form a triangle and there will be no diagonals in the end bay. The peak height at the center of the bridge will be as determined by the Bridge Manufacturer, allowing for standard freight and manufacturing limitations. Bridge Manufacturer shall be consulted prior to bid to determine these dimensions. The interior verticals of the trusses shall be perpendicular to the top face of the bottom chord. Trusses shall be laid out such that diagonals shall be at an angle of 30-degrees or more with respect to the bottom chord except for the second bay from the ends where the angle may be less.

3.2 Diagonal Style

The vertical truss shall use a single-diagonal, Pratt configuration, where all the diagonals are in tension for gravity loads.

3.3 Floor Beam Location

The bridge shall utilize an underhung floor beam where the top face of the floor beam shall be welded to the bottom face of the bottom chord. The distance from the top of deck to the bottom of the floor beam shall be determined by the Bridge Manufacturer during final design.

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4.0 BRIDGE GEOMETRY

4.1 Span Length

At 60°F. the bridge span length shall be 69’-11” (horizontal straight line dimension) measured from end to end of the bridge structure, including the end dam, any deck extension or bearing that extends beyond the end of the truss.

4.2 Width

The bridge width shall provide a minimum clearance of 10'-0” between all interior railing elements.

4.3 Top of Truss Height Above Deck

The top of the top chord shall not be less than 48" above the deck (measured from the high point of the deck). Note that this dimension may be exceeded due to truss height requirements for structural, deflection and vibration requirements.

4.4 Lower Steel Clearance

The Bridge Manufacturer shall determine the distance from the top of the deck (measured from the highest point of the deck) to the bottom of any steel member.

4.5 Truss Bay Spacing

The number of bays and the dimension of the panel points shall be determined by the Bridge Manufacturer.

4.6 Camber

The bridge shall have a vertical camber dimension at the mid-span determined by the Bridge Manufacturer to accommodate dead load deflections and such that the deck slopes at any point on the bridge do not exceed the ADA requirements of 5.00%.

4.7 Elevation Difference

The top of the decks at each end of the bridge shall be constructed with a vertical elevation difference as shown on the plans.

5.0 STRUCTURAL DESIGN LOADS

5.1 Dead Load (DC)

The bridge structure shall be designed for the total bridge weight including the final deck

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system.

5.2 Pedestrian Loading (PL)

The bridge structure shall be designed for a uniform pedestrian loading of 90 psf. This loading shall be patterned to produce the maximum load effects. Consideration of dynamic load allowance is not required with this loading.

5.3 Vehicle Load (LL)

The superstructure and deck system shall be designed for each of the following concentrated/vehicular loads:

- A concentrated load of 1,000 pounds placed on any area 2.5' by 2.5' square.
- A single truck shall be placed to produce the maximum load effects and shall not be placed in combination with the pedestrian load. The dynamic load allowance need not be considered for this loading. The truck shall be the following:
    - H10 vehicle (20,000 pound two-axle vehicle with 80% to rear axle).

5.4 Wind Load (WS)

Pedestrian bridges shall be designed for wind loads as specified in *AASHTO Signs*, Articles 3.8 and 3.9. The loading shall be applied over the exposed area in front elevations of both trusses including all enclosures.

In addition to the wind load specified above, a vertical uplift line load as specified in *AASHTO LRFD* Article 3.8.2 and determined as the force caused by a pressure of 20 psf over the full deck width, shall be applied concurrently. This loading shall be applied at the windward quarter point of the deck width.

5.5 Seismic (EQ)

The bridge structure shall be designed for seismic loading as specified in Section 3.10 of *AASHTO LRFD*. The transverse loads shall be calculated considering the transverse period of the bridge and longitudinal loads shall be calculated using a period of zero. A response modification factor of 0.8 shall be used for the calculation of forces applied to the bridge anchorage. A response modification factor of 1.0 shall be used for the calculation of bearing reactions. The transverse seismic load shall be applied to all the bearings and the longitudinal seismic load shall be applied to the fixed bearings only. The vertical bearing reactions shall be calculated using an overturning force on the bridge based on the center of gravity of the bridge times the transverse seismic load.

5.6 Fatigue Load (FL)

The fatigue loading shall be as specified in Section 11 of *AASHTO Signs*. The Natural Wind Gust specified in Article 11.7.1.2 and the Truck-Induced Gust specified in Article

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11.7.1.3 of *AASHTO Signs* only need only be considered, as appropriate.

5.7 Combination of Loads

The load combinations and load factors to be used shall be as specified in *AASHTO LRFD* Table 3.4.1-1, with the following exceptions:

- Load combinations Strength II, Strength IV, and Strength V need not be considered.
- The load factor for Fatigue I load combination shall be taken as 1.0, and Fatigue II load combination need not be considered.

6.0 STRUCTURAL DESIGN CRITERIA

6.1 Modeling

The bridge shall be modeled and analyzed utilizing a three-dimensional computer software which shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered. All loads listed in Section 5 of these specifications shall be applied to the model and analyzed appropriately.

6.2 Lateral Frame and Member Design

The bridge shall be designed and proportioned such that appropriate lateral stiffness is provided locally and globally, to ensure that the structure is stable.

The requirements of *AASHTO Ped* Section 7.1.1 shall be met for lateral frame design.

The requirements of *AASHTO Ped* Section 7.1.2 shall be met for top chord stability and determination of the U-Frame Stiffness.

The floor beams shall be sized for the forces obtained from a simple span, pinned end analysis, or from the forces obtained from the three-dimensional model, whichever controls.

All other members and connections shall be analyzed and designed per the requirements of *AASHTO Ped* and *AASHTO LRFD*.

6.3 Deflections

The deflection criteria of *AASHTO Ped* Section 5 shall be satisfied.

6.4 Fracture

The fracture toughness requirements and designation of Fracture Critical Member and

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Main Member designation are hereby waived for these structures.

6.5 Vibrations

Vibration of the structure shall not cause discomfort or concern to the users of the bridges. To assure this, the criteria of *AASHTO Ped* Section 6 shall be satisfied.

7.0 DECK SYSTEM

7.1 Deck System

The bridge deck is to be comprised of reinforced concrete designed to span from floor beam to floor beam.

Reinforced concrete shall be normal weight concrete (145 pounds per cubic foot maximum) and shall meet the specifications for Class S(AE) concrete as specified in the *ArDOT Specs*.

Concrete mix design, materials, quality, mixing, placement, finishing and testing shall be in accordance with the *ArDOT Specs*.

The surface of deck concrete shall be given a Class 6 Broomed Finish per *ArDOT Specs* Section 802.19.

Stay-in-place galvanized (G90 coating) metal form deck may be used and shall be designed to support the weight of the wet concrete plus a 20 pounds per square foot construction load. Form deck shall be shop attached to floor beams via self-drilling fasteners, welding or power actuated fasteners. Welding shall not be used on painted or galvanized bridge elements. The longitudinal sheet laps shall be attached with self-drilling self-tapping fasteners at 36-inch maximum spacing. The attachment of the form deck to the floor beams is only necessary to keep the form deck in place during transportation and during the concrete placement. The form deck is not to be used for diaphragm action or composite action and provides no structural benefit to the truss or the deck after the concrete is set. Metal form deck panels shall be of a length to span a minimum of two bays of the truss supports. The top of deck to bottom of form deck shall be as required to support the anticipated loads but shall not be less than 5".

The concrete deck shall be designed to span longitudinally from floor beam to floor beam and to support the loads specified in Section 5.0 of this Special Provision.

Reinforcing steel shall be AASHTO M 31 or M 322, Type A epoxy coated bars. All bar bends, anchorage and splices shall be in accordance with AASHTO Specifications. Top reinforcing shall have a minimum clearance of 2" to the top of deck.

The Contractor shall supply all concrete and reinforcing materials.

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8.0 MATERIALS OF CONSTRUCTION

8.1 Structural Steel

All members of the truss and deck support system shall be fabricated from square or rectangular hollow structural shapes (HSS), with the exception that floor beams may be wide flange shapes. All open ends of end posts and floor support beams shall be capped. Drain holes shall be provided for all sections at the low point of the member that may become filled with water.

All bridges shall be fabricated using ASTM A709 Grade 50W or ASTM A847 for HSS sections and A588 for structural shapes and plates. The steel material shall have enhanced atmospheric corrosion resistance (aka weathering steel).

Minimum nominal thickness of primary hollow structural shapes shall be 1/4". Rolled shapes shall have a minimum thickness of 1/4".

8.2 Fasteners

Structural bolts used to field splice or connect all main members shall be ASTM F3125 Grade A325 or Grade A490. The nuts for these structural bolts shall be ASTM A563. The finish of the fasteners shall match that of the structural steel.

Self-drilling fasteners for attachment of the form decking shall be #14 x 1” zinc plated hex washer head Tek screws or approved equivalent.

Powder Actuated fasteners shall be Hilti sheet metal nail X-ENP-19 fastener or approved equivalent.

Other miscellaneous fasteners shall be ASTM A307 zinc plated or galvanized, as determined by the Bridge Manufacturer.

9.0 FINISH

For corrosion resistant high-strength low-alloy (weathering) steel no surface finish treatment is necessary. All exposed surfaces of structural steel to be cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7, SSPC -SP7 brush-off blast cleaning. Exposed surfaces of steel shall be defined as those surfaces seen from the deck or from the outside and bottom of the structure. All other surfaces to have standard mill finish. The steel will be allowed to form a protective weathering patina over time.

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10.0 ATTACHMENTS

10.1 Safety Rails

Safety rail system shall be placed on the inside or outside of the structure, spaced so as to prevent a 6" sphere from passing through the side truss for a minimum height of 48". The top of the top chord may be considered the top of the rail system.

Rails system shall consist of horizontal rails. Rails shall be L 1 ¼ x 1 ¼ x 1/8 placed at a 45-degree orientation with both legs welded to truss verticals and with a maximum unsupported length of 6’-0” if placed on the inside of the structure and 7’-0” if placed on the outside of the structure. Other rail element sizes may be approved by the Engineer. If the truss vertical spacing is greater than the maximum unsupported length, mid-bay supports will be required. When safety rails are placed on the inside of the structure, the ends of rail near the end of the bridge shall be mitered at a 45-degree angle, capped and ground smooth. No solid plate covering all rails as a unit will be allowed.

Each element of the pedestrian rail system shall be designed to support a uniformly applied load of 50 pounds per lineal foot, both transversely and vertically, acting simultaneously. In addition, each longitudinal element shall be designed to support a concentrated load of 200 pounds, which will act simultaneously with the above uniform loads at any point and in any direction at the top of the longitudinal element.

The posts of the pedestrian rail system shall be designed for a concentrated load applied at either the center of gravity of the upper longitudinal element or 60" above the top of the walkway, whichever is less. This concentrated load shall be equal to 200 pounds plus 0.05 times the post spacing in feet.

10.2 Toe Plate

Toe Plates shall be steel channel shape section, 4” high by 1” wide minimum with the end of the channel legs welded directly to the inside face of the truss verticals. The maximum unsupported length shall be 7’-0”. If the vertical spacing is greater than the maximum unsupported length, mid-bay supports will be required. The ends of the toe plates near the end of the bridge shall be capped and ground smooth. The bottom of the toe plate shall be placed 2” above the finished height of the deck. All seams of the toe plates shall be fully welded to give the appearance of a continuous member (welding should be located at a support member). If toe plates are incorporated into a safety rail system, they may be modified as needed but shall be a minimum of 4” high.

10.3 Rub Rail

Rub Rails shall be provided at a height of 3’-6” from top of the deck to the top of rub rail. Rub rails shall be steel channel shape section, 4” high by 1” wide minimum with the end of the channel legs welded directly to the inside face of the truss verticals. Other steel

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shape sections may be used as approved by the Engineer. The maximum unsupported length shall be 7'-0". If the vertical spacing is greater than the maximum unsupported length, mid-bay supports will be required. The ends of the rub rails near the end of the bridge shall be capped and ground smooth. All seams of the rub rails shall be fully welded to give the appearance of a continuous member (welding should be located at a support member). If rub rails are incorporated into a safety rail system, they may be modified as needed but shall be a minimum of 4" high.

10.4 Expansion Joint

The expansion joints shall be as shown in the plans.

11.0 BEARINGS

11.1 Bearing Type

Bearing type and size shall be designed by the Bridge Manufacturer based on anticipated loads and movements.

11.2 Design Temperature Range

The Design Temperature Range will be site specific and will be determined per *AASHTO LRFD* Article 3.12.2.

11.3 Non-Shrink Grouting

The bridge will be supplied with a lower setting plate. This setting plate shall be leveled and shimmed to the proper elevation. The space between the lower surface of the setting plate and the foundation surface shall be filled with a non-shrink grout capable of achieving a minimum compressive strength equal to or greater than the strength of the foundation concrete. The cost of the leveling, shimming, and non-shrink grout shall be the responsibility of the Contractor.

12.0 FOUNDATIONS

12.1 Foundation System

Foundation system shall utilize abutments designed by the Engineer in conjunction with the bridge bearing requirements and dimensions provided by the Bridge Manufacturer and the site-specific geotechnical information provided by the Geotechnical Engineer. All abutment dimensions and materials shall be shown on the final contract plans.

12.2 Anchor Bolts

The Bridge Manufacturer shall design the diameter and grade of anchor bolts. The

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anchor bolt design shall be based on the shear and tensile strength of the anchor bolt material as well as all concrete related failure modes including, but not limited to, concrete breakout strength in shear and tension, pullout strength, concrete side-face blowout strength, concrete pry out strength, embedment depth, and any anchorage type specific criteria. All anchor bolts shall be galvanized. The anchor bolts may be cast-in-place or drilled/epoxy grouted as designed by the Bridge Manufacturer and as approved by the Engineer.

13.0 FABRICATION

13.1 Welding

Welding procedures and weld qualification test procedures shall conform to the provisions of *AWS D1.1 and AWS D1.5* as appropriate. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification and shall match the corrosion properties of the base metal.

13.2 Welders

Welders shall be qualified for each process and position used while fabricating the bridge. Qualification tests shall be in accordance with AWS D1.1 and AWS D1.5 as appropriate . All weld qualifications and records shall be kept in accordance with the Fabricator's Quality Assurance Manual which has been approved and audited by AISC as the basis for certification.

13.3 Shop Splices

Shop splices for main truss members shall be full penetration welds all around the perimeter of the member. These shop splices shall be performed using a full perimeter backing plate. After welding of the shop splices, the weld shall be ground smooth to match the perimeter of the member. Grinding these welds smooth is required and will be grounds for rejection of the bridge upon delivery if not completed.

Shop splices for all horizontal rail components to be located at the centerline of the truss verticals, each end welded to the truss vertical and seal welded together. Exposed surface of the seal welds as seen from the deck shall be ground smooth.

Shop splices for all horizontal stringers to be located at the centerline of the floor beams, each end welded to the floor beam and seal welded together.

13.4 Bolted Splices

For shipping purposes, the bridge may be fabricated in sections. Sections shall be field assembled using bolted connections. No field welding of members shall be allowed.

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The chord members of the bridge shall be bolted such that at least two faces of the member are bolted. This is to provide reasonable force distribution around the perimeter of the member. Bolted splices shall be designed and fabricated such that the head of the bolt and washer are the only item exposed. No through-bolting of the member is allowed. The nuts of the fastener cannot be welded to the internal splice plate and shall be held in plate with a nut capture system per Patent US 10,267,345 B2 or equal.

The diagonals and brace diagonals shall be bolted utilizing a through-bolt system with plates on the exterior faces of the members. An internal stiffening plate is required to keep the member from crushing during the bolt tightening process.

All bolted connections shall be pretensioned or slip-critical connections. All bolts are to be pretensioned per the requirements of section 8.2 of the Specification for Structural Joints Using High-Strength Bolts. Recommended tightening method of all structural bolts shall be Turn-of-the-Nut Pretensioning.

14.0 QUALITY CONTROL

14.1 AISC Certification

The bridge shall be fabricated in a shop owned by the Bridge Manufacturer. This facility shall have up to date quality certification by AISC as Certified Bridge Fabricator.

14.2 Certified Weld Inspector

The Bridge Manufacturer shall employ at least two Certified Weld Inspectors (CWI), with endorsement by AWS QC1. At least one CWI shall be present during the complete fabrication of the bridge. The CWI shall provide written documentation that the bridge has been fabricated in accordance with these specifications and the approved design drawings.

14.3 Documentation

Material Certifications shall be available for review for all materials within the bridge. Traceability of heat numbers is required for all structural steel.

Documentation showing the performance of all critical quality checks shall also be made available for review by the Engineer or Owner.

14.4 Non-Destructive Testing

All welds within the structure, shall be visually inspected for conformance to size, under cut, profile and finish.

All shop splices of main truss members shall be magnetic particle tested.

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15.0 DELIVERY AND ERECTION

15.1 Delivery

The bridge and components shall be delivered to the job site shown on the Contract Drawings. Timing shall be coordinated between the Bridge Manufacturer and Contractor, and with appropriate utilities, as required.

The Contractor shall be responsible for unloading the bridge from the truck(s) at the time of arrival. The bridge manufacturer shall coordinate with the Contractor in advance of the time of arrival at the site.

15.2 Erection & Lifting Procedures.

Construction of the bridge foundations shall be by the Contractor. Any provisions or items for attachment or setting of bridge shall be furnished to the Contractor by the Bridge Manufacturer prior to construction of the bridge foundations.

The Contractor shall install the bearing and slide plates (where applicable) and the anchor bolts in accordance with the Structural Drawings and Bridge Manufacturer's details. Sufficient time shall be allowed for base plate grout to set prior to bridge installation.

The Contractor shall be responsible for the splicing (if required) and placement of the bridge. The Bridge Manufacturer will provide standard typical written procedures for lifting and splicing the bridge. All actual means, methods, equipment and sequence of erection used are the responsibility of the Contractor. Care must be taken to prevent damage to the finish of the bridge. Any damage shall be repaired by the Contractor at no additional cost to the Owner.

The Contractor shall also cast the bridge deck concrete. All steel bridge members shall be protected with heavy sheet plastic during the casting of the deck concrete to prevent spillage on weathering components.

The Contractor shall also install the approach slabs, expansion joint material, and the related steel wingwall railings after installation of the pedestrian bridge.

16.0 WARRANTY

The Bridge Manufacturer shall warrant, at the time of delivery, that it has conveyed good title to its steel structure, free of liens and encumbrances created by the Bridge Manufacturer, and that its steel structure is free of defects in design, material and workmanship. This warranty shall be

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valid for a period of fifteen (15) years from the earlier date of delivery or 60 days after final fabrication is complete.

This warranty shall not cover defects in the steel structure caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration, or any other cause not expressly warranted. This warranty shall not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records are supplied that show compliance with the minimum guidelines specified in the in the Bridge Manufacturer’s inspection and maintenance procedures.

Repair or replacement shall be the exclusive remedy for any defects under this warranty. This warranty shall exclude liability for any indirect, consequential, or incidental damages.

17.0 METHOD OF MEASUREMENT

Prefabricated Steel Truss Superstructure will be measured on the lump sum basis for each bridge. Except where specific pay items are shown on the plans and in the Contract, work involved in designing, fabricating, delivering, erecting the truss, and constructing the bridge deck will not be paid for separately, but full compensation therefore will be considered included in the contract unit price bid for Prefabricated Steel Truss Superstructure.

18.0 BASIS OF PAYMENT

Work completed and accepted and measured as provided above will be paid for at the contract lump sum price bid for Prefabricated Steel Truss Superstructure, which price shall be full compensation for furnishing all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Prefabricated Steel Truss Superstructure	Lump Sum

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PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with the requirements of 2 CFR 200.216, equipment utilized on this project for telecommunications and video surveillance services or equipment shall not be produced by:

1) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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SEEDING MIXTURE MODIFICATIONS

Section 620 of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The seed varieties and amounts by weight in **Subsection 620.02(c)** are hereby deleted, and the following substituted therefor:

> Seeding mixture shall be composed of approximately 75% tall fescue and 25% annual rye grass. Alternate seeding mixtures may be submitted to the Engineer for approval.

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SOLID SODDING MODIFICATIONS

Section 624 of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first sentence of **Subsection 624.01** is hereby deleted, and the following substituted therefor:

> This item shall consist of furnishing and placing approved tall fescue sod, fertilizer, and water according to these specifications at locations shown on the plans, or as directed.

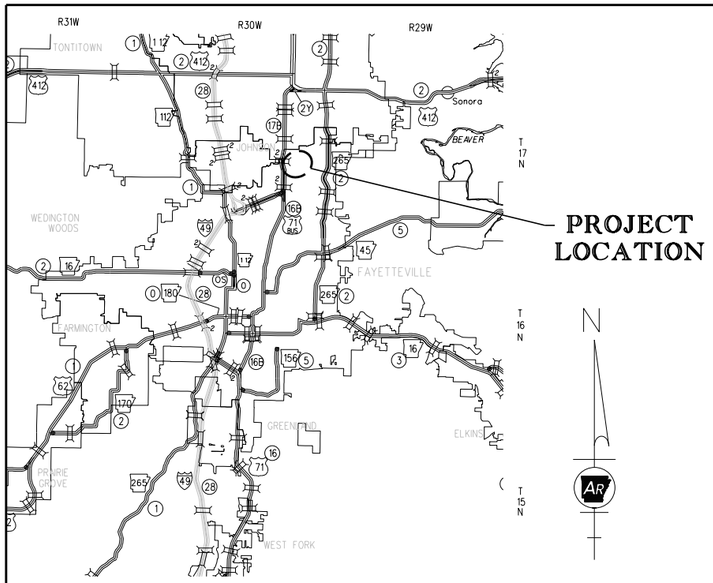
The first sentence of **Subsection 624.02(a)** is hereby deleted, and the following substituted therefor:

> The tall fescue sod shall be composed of either field grown grass or approved nursery grown grass and shall consist of a densely rooted growth of grass substantially free from noxious weeds and undesirable grasses.

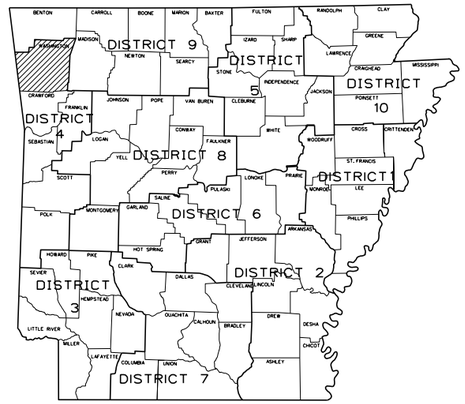
DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	1	11
		LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL				

ARKANSAS DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLANS

LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL
(RTP-22) (S)
WASHINGTON COUNTY
ARDOT JOB 040922
F.A.P. RTP-1302(367)

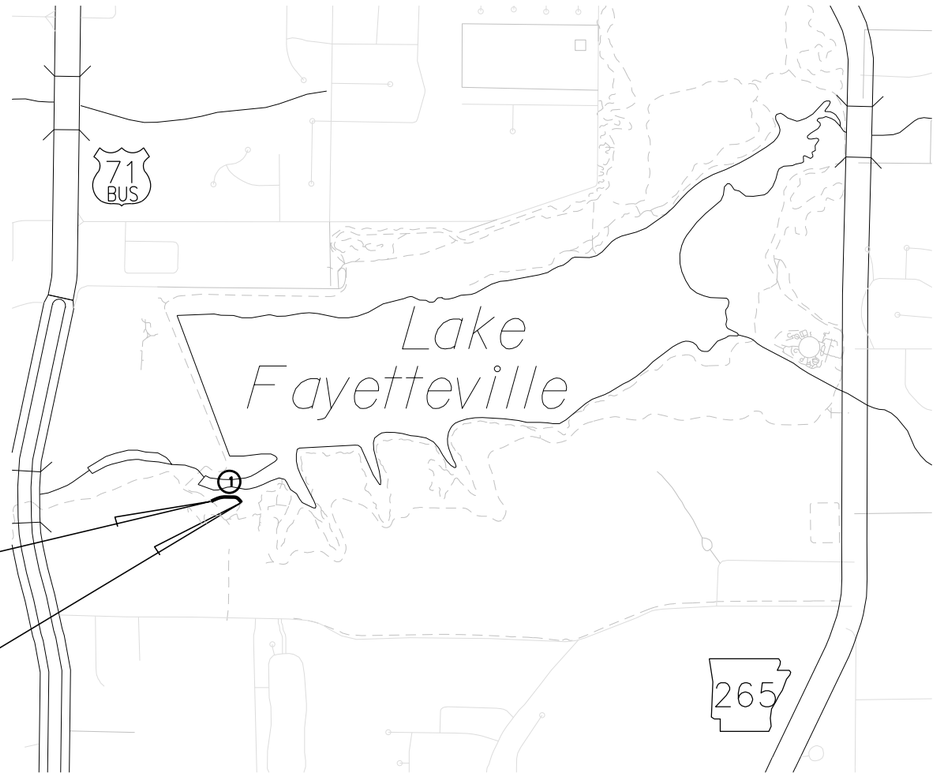


VICINITY MAP



ARKANSAS HIGHWAY DISTRICT 4

NOT TO SCALE



BRIDGE CONSTRUCTION DATA

(1) STA. 1+10.43 BRIDGE END
BRIDGE OVER LAKE FAYETTEVILLE RAVINE
70'-0" SIMPLE SPAN PREFABRICATED TRUSS BRIDGE
10'-0" CLEAR TRAIL WIDTH
72'-1" BRIDGE LENGTH
STA. 1+82.51 BRIDGE END

	BEGIN OF PROJECT	MID-POINT OF PROJECT	END OF PROJECT
LATITUDE	N 36°07'57"	N 36°07'57"	N 36°07'57"
LONGITUDE	W 94°08'22"	W 94°08'20"	W 94°08'18"

GROSS LENGTH OF PROJECT	248.87	FEET	0.047 MILES
NET LENGTH OF TRAIL	176.79	FEET	0.033 MILES
NET LENGTH OF BRIDGES	72.08	FEET	0.014 MILES
NET LENGTH OF PROJECT	248.87	FEET	0.047 MILES

CERTIFICATE OF AUTHORIZATION
MICHAEL BAKER INTERNATIONAL INC
No. 1126
ARKANSAS - ENGINEER

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.20113
ETHAN R. B. BAKER
9-18-25

Ethan.Baker 3/5/2025 9:20:49 AM
WORKSPACE: ARDOT
Y:\Projects\Fayetteville_200332_Veterens Park Ped Bridge\Design\BRIDGE\Drawings\040922_01_CO_001.dgn
REVISED DATE:

DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	2	11
		INDEX OF SHEETS AND GENERAL NOTES				

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	INDEX OF SHEETS AND GENERAL NOTES
3	TREE PRESERVATION DETAILS
4	TRAIL DETAILS
5	HAND RAILING DETAILS
6	SURVEY CONTROL DETAILS
7	GRADING PLAN AND PROFILE
8	SUMMARY OF QUANTITIES AND REVISIONS
9	LAYOUT OF BRIDGE
10	SOIL BORING INFORMATION
11	DETAILS OF ABUTMENTS

ARDOT STANDARD BRIDGE DRAWINGS

SHEET TITLE	DRAWING NO.	DATE
STANDARD DETAILS FOR EMBANKMENT CONSTRUCTION AND BACKFILL AT BRIDGE ENDS	55000	2/27/2014
STANDARD DETAILS FOR DUMPED RIPRAP AND FILTER BLANKET AND COMPUTING EXCAVATION FOR STRUCTURES	55001	2/27/2014
STANDARD DETAILS FOR PERMANENT STEEL BRIDGE DECK FORMS FOR STEEL & CONCRETE GIRDER SPANS	55005	3/24/2016

PROJECT TEAM CONTACT LIST

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GENERAL NOTES

1. CONSTRUCTION SPECIFICATIONS:

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2014 EDITION) WITH APPLICABLE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS. UNLESS OTHERWISE NOTED, SECTION AND SUBSECTION REFER TO THE STANDARD CONSTRUCTION SPECIFICATIONS.

CITY OF FAYETTEVILLE MINIMUM STREET STANDARDS (2020 EDITION).

CITY OF FAYETTEVILLE CODE OF ORDINANCES.

2. AN ATTEMPT HAS BEEN MADE TO LOCATE ANY UTILITIES WITHIN THE CONSTRUCTION AREA. HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN IN THE PLANS. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL CONTACT 811 TO CONFIRM AND MARK ALL UTILITIES IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR LOCATING EXISTING UTILITIES PRIOR TO CONSTRUCTION AND FOR PROTECTION OF SERVICES DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ANY UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY.

3. THE CONTRACTOR IS RESPONSIBLE FOR THE APPROPRIATE BARRICADES, SHORING, AND SAFETY PRECAUTIONS IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL ENSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC ALONG AND ADJACENT TO THE CONSTRUCTION AREA IN AN ADEQUATE AND SATISFACTORY MANNER IN ACCORDANCE WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND CITY OF FAYETTEVILLE REQUIREMENTS.

4. THE CONTRACTOR SHALL CONDUCT WORK KNOWING THIS IS A PUBLIC SPACE AND PARK USERS WILL FREQUENT THE AREA. USE CAUTION TAPE, SIGNAGE, AND OTHER MEANS TO WARN PEOPLE OF AND PREVENT PUBLIC ACCESS TO ANY HAZARDS AND CONSTRUCTION AREAS. MAINTAIN ACCESS TO ALL ROADS, TRAILS, AND SIDEWALKS.

5. THIS PROJECT IS LOCATED IN CLOSE PROXIMITY TO A PLAYGROUND. MAINTAIN THE SITE IN A SAFE AND APPROPRIATE MANNER FOR THE PUBLIC, INCLUDING CHILDREN.

6. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO EXISTING STRUCTURES, PAVEMENTS, AND UTILITIES. ANY DAMAGE TO THESE ITEMS BY CONSTRUCTION ACTIVITIES WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CITY OF FAYETTEVILLE.

7. THE CONTRACTOR SHALL PROVIDE TEMPORARY ACCESS TO THE SITE DURING CONSTRUCTION FOR ENGINEERS AND CITY AGENCY PERSONNEL TO PERFORM INTERMEDIATE AND REQUIRED INSPECTIONS AND FOR ANY OTHER RELEVANT AGENCY PERSONNEL, SUCH AS ENVIRONMENTAL INSPECTORS.

8. THE CONTRACTOR SHALL MAINTAIN THE SITE IN AN ORDERLY AND CLEAN FASHION. ALL WASTE MATERIALS GENERATED FROM CONSTRUCTION SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE THE WASTE MATERIALS FROM THE SITE AND DISPOSE OF THEM IN A LEGAL AND TIMELY MANNER.

9. THE CONTRACTOR SHALL RETAIN A FULL SET OF LATEST APPROVED CONSTRUCTION PLANS ON SITE DURING CONSTRUCTION ACTIVITIES.

10. ANY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH AND IN ACCORDANCE WITH REGULATIONS OF THE AUTHORITIES CONCERNED.

11. ALL CONCRETE RELATED WORK, INCLUDING BRIDGE ABUTMENT AND SIDEWALK CONSTRUCTION, REQUIRE INSPECTION BEFORE AND AFTER CONCRETE PLACEMENT. CONTACT THE OWNER AND ENGINEER TO SCHEDULE AN INSPECTION. SIDEWALK WILL BE CHECKED FOR ADA REQUIREMENTS & WORKMANSHIP.

12. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
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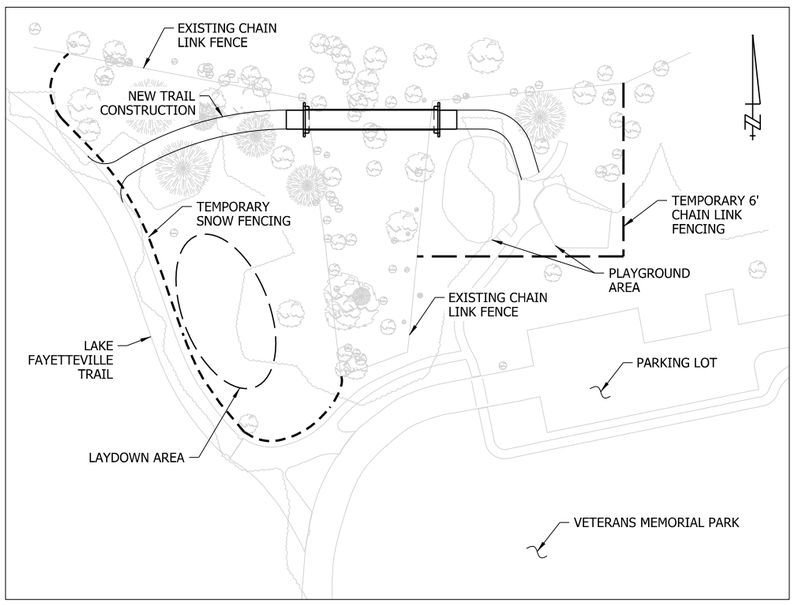
ETHAN R. B. BAKER
9-18-25



LAYDOWN AREA & TEMPORARY FENCING LOCATIONS

NO SCALE

NOTES:
TEMPORARY 6' CHAIN LINK FENCING POSTS SHALL NOT BE SET IN POST HOLES, BUT SHALL BE SUPPORTED ON BASE UNITS THAT ARE ADEQUATELY SECURED TO THE GROUND. IN ADDITION, A SUFFICIENT AMOUNT OF WEIGHT SHALL BE PLACED ON THE BASE UNITS TO PREVENT OVERTURNING OF THE FENCING. FENCING PANELS SHALL BE SECURELY CONNECTED TOGETHER.

TEMPORARY SNOW FENCING SHALL BE ADEQUATELY SECURED TO T-POSTS SPACED ACCORDING TO THE FENCING MANUFACTURER'S RECOMMENDATIONS.

ALL TEMPORARY FENCING SHALL BE ERECTED PRIOR TO THE BEGINNING OF ANY OTHER WORK AND SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION.

ALL MATERIALS, LABOR, EQUIPMENT, TOOLS, AND INCIDENTALS NECESSARY TO PLACE AND MAINTAIN TEMPORARY SNOW FENCING AND TEMPORARY 6' CHAIN LINK FENCING SHALL BE CONSIDERED SUBSIDIARY TO THE ITEM "MOBILIZATION".

Ethan.Baker 3/5/2025 9:20:50 AM
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REVISED DATE:

CITY OF FAYETTEVILLE STANDARD NOTES FOR TREE AND NATURAL AREA PROTECTION

1. ALL TREES AND NATURAL AREAS SHOWN ON THIS PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.

2. PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO CITY OF FAYETTEVILLE STANDARDS FOR TREE PROTECTION.

3. PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.

4. EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIPLINES.

5. PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES AND WILL BE LOCATED AT THE DRIPLINE. FOR NATURAL AREAS, PROTECTIVE FENCES SHALL FOLLOW THE LIMITS OF CONSTRUCTION IN ORDER TO PREVENT THE FOLLOWING:
   - A. SOIL COMPACTION IN THE ROOT ZONE OF AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT.
   - B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6") ROOT TRENCHING NOT VIEWED BY CITY ARBORISTS.
   - C. WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT.
   - D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CONCRETE TRUCK CLEANING AND FIRES.

6. EXCEPTIONS TO INSTALLING FENCES AT TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
   - A. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT.
   - B. WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DRIPLINE, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THIS AREA IS GRADED SEPARATELY PRIOR TO PAVING INSTALLATION TO MINIMIZE ROOT DAMAGE).
   - C. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE TO ALLOW 6 TO 10 FEET OF WORK SPACE.
   - D. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE OR OTHER SPECIAL REQUIREMENTS.

7. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TRUNK, PROTECT THE TRUNK WITH STRAPPED ON PLANKING TO HEIGHT OF 8 FEET (OR LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.

8. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.

9. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 3 DAYS, COVER WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.

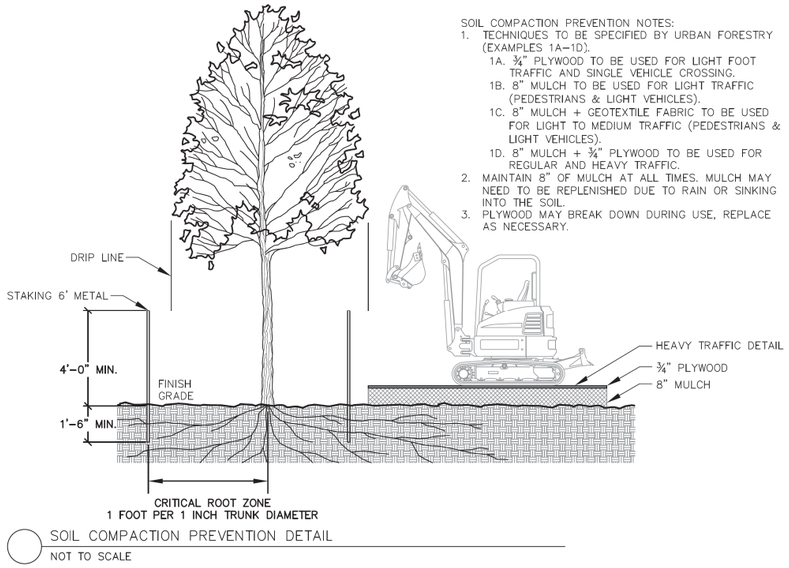
10. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.

11. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIPLINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.

12. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.

13. ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE AMERICAN NATIONAL STANDARD, ANSI-A300 PRUNING, 2008 OR LATER). A CITY CERTIFIED TREE PRUNER MUST BE RETAINED TO MAKE ALL PRUNING CUTS. A LIST OF CERTIFIED TREE PRUNERS IS AVAILABLE FROM THE URBAN FORESTER.

14. DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.



SOIL COMPACTION PREVENTION NOTES:
1. TECHNIQUES TO BE SPECIFIED BY URBAN FORESTRY (EXAMPLES 1A–1D).
   - 1A. ¾" PLYWOOD TO BE USED FOR LIGHT FOOT TRAFFIC AND SINGLE VEHICLE CROSSING.
   - 1B. 8" MULCH TO BE USED FOR LIGHT TRAFFIC (PEDESTRIANS & LIGHT VEHICLES).
   - 1C. 8" MULCH + GEOTEXTILE FABRIC TO BE USED FOR LIGHT TO MEDIUM TRAFFIC (PEDESTRIANS & LIGHT VEHICLES).
   - 1D. 8" MULCH + ¾" PLYWOOD TO BE USED FOR REGULAR AND HEAVY TRAFFIC.
2. MAINTAIN 8" OF MULCH AT ALL TIMES. MULCH MAY NEED TO BE REPLENISHED DUE TO RAIN OR SINKING INTO THE SOIL.
3. PLYWOOD MAY BREAK DOWN DURING USE, REPLACE AS NECESSARY.

SOIL COMPACTION PREVENTION DETAIL
NOT TO SCALE

SOIL COMPACTION PREVENTION DETAIL
NO SCALE

NOTES:
TREE PRESERVATION FENCING AND EROSION CONTROL DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO BEGINNING ANY OTHER CONSTRUCTION WORK.

NO HEAVY EQUIPMENT WILL BE ALLOWED NEAR TREES WITHOUT PROPER SOIL COMPACTION PREVENTION DEVICES IN PLACE.

IF ANY TREES ARE TO BE CLEARED DURING CONSTRUCTION, ALL CLEARING SHALL TAKE PLACE DURING THE INDIANA BAT AND NORTHERN LONG-EARED BAT INACTIVE SEASON OF NOVEMBER 15TH - MARCH 15. ALTERNATIVELY, A BAT SURVEY MAY BE CONDUCTED TO AVOID THE CLEARING RESTRICTION TIME WINDOW IF THE RESULTS OF THE SURVEY INDICATE NO PRESENCE OF BATS. THE BAT SURVEY, IF CONDUCTED, SHALL BE AT NO ADDITIONAL COST TO THE CITY OF FAYETTEVILLE. ANY PLANS FOR TREE REMOVAL SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER AND THE CITY OF FAYETTEVILLE.

DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	3	11
		TREE PRESERVATION DETAILS				

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
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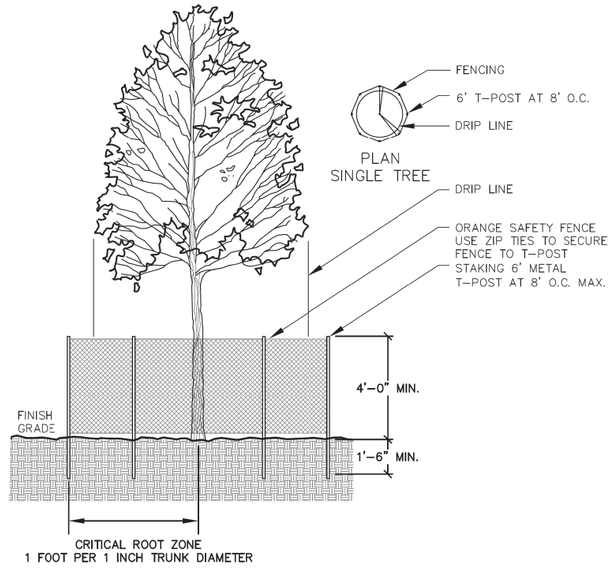
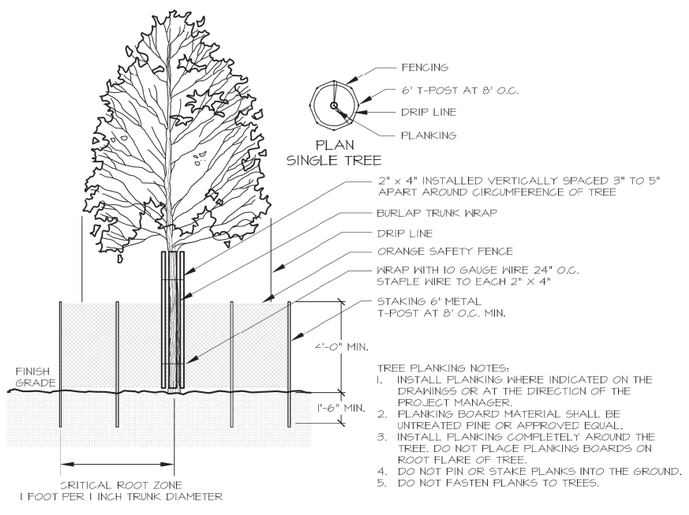
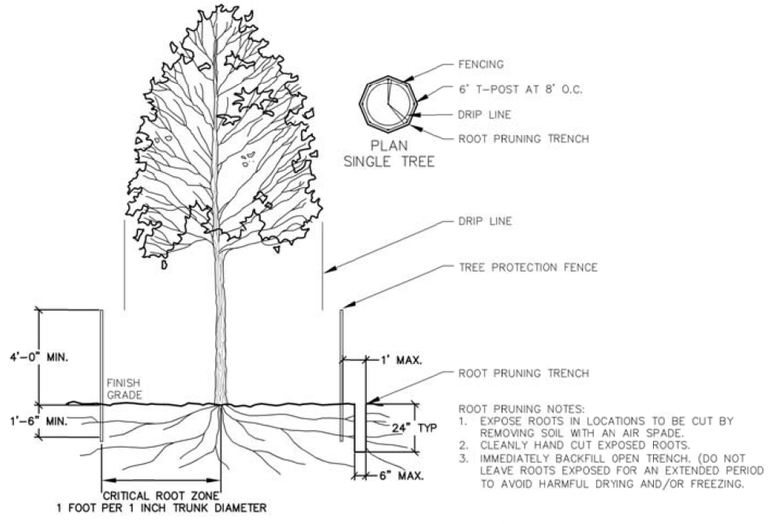


TREE PRESERVATION FENCING DETAIL
NO SCALE



TREE PLANKING NOTES:
1. INSTALL PLANKING WHERE INDICATED ON THE DRAWINGS OR AT THE DIRECTION OF THE PROJECT MANAGER.
2. PLANKING BOARD MATERIAL SHALL BE UNTREATED PINE OR APPROVED EQUAL.
3. INSTALL PLANKING COMPLETELY AROUND THE TREE. DO NOT PLACE PLANKING BOARDS ON ROOT FLARE OF TREE.
4. DO NOT PIN OR STAKE PLANKS INTO THE GROUND.
5. DO NOT FASTEN PLANKS TO TREES.

TREE PRESERVATION FENCING AND PLANKING DETAIL
NO SCALE



ROOT PRUNING NOTES:
1. EXPOSE ROOTS IN LOCATIONS TO BE CUT BY REMOVING SOIL WITH AN AIR SPADE.
2. CLEANLY HAND CUT EXPOSED ROOTS.
3. IMMEDIATELY BACKFILL OPEN TRENCH. (DO NOT LEAVE ROOTS EXPOSED FOR AN EXTENDED PERIOD TO AVOID HARMFUL DRYING AND/OR FREEZING.

TREE PRESERVATION ROOT PRUNING DETAIL
NO SCALE

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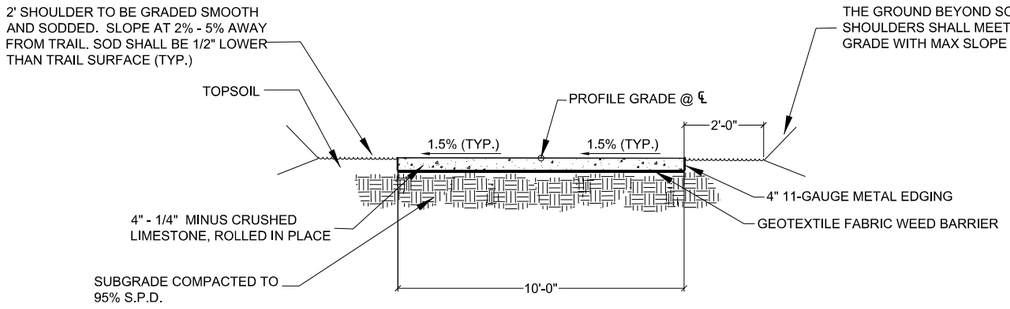
DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	4	11
		TRAIL DETAILS				



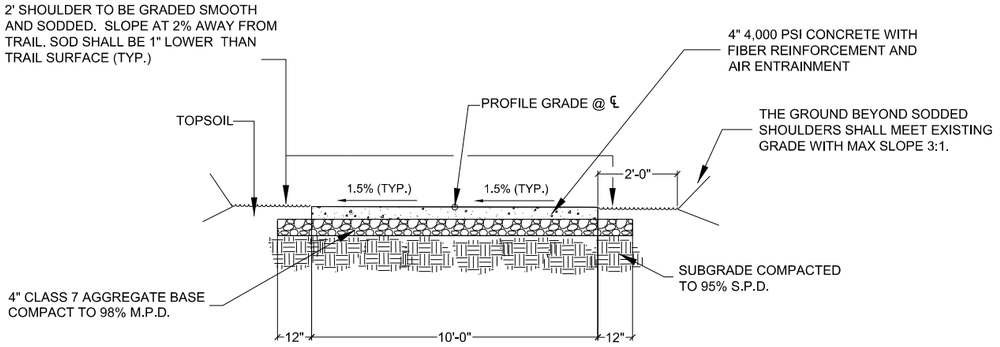
10' CRUSHED LIMESTONE TRAIL - SECTION

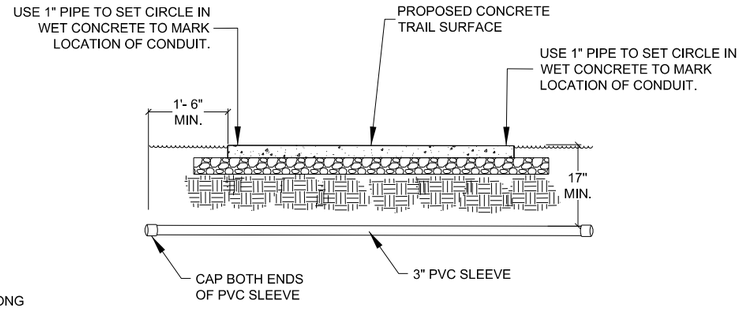
SCALE: N.T.S.

STA. 0+00.00 TO STA. 1+01.43

CRUSHED LIMESTONE TRAIL CONSTRUCTION NOTES:

1. EXCAVATED DIRT WILL REMAIN ON SITE AND BE UTILIZED AS PART OF THE PROJECT FOR ROUGH AND FINE GRADING, FILL DIRT OR IN OTHER AREAS OF THE PARK.
2. WEED BARRIER SHALL BE INSTALLED BETWEEN THE SUBGRADE AND CRUSHED LIMESTONE.
3. CRUSHED LIMESTONE SHALL BE CLEAN AND FREE OF FOREIGN MATERIALS BEFORE INSTALLATION.
4. BEFORE COMPACTION, CRUSHED LIMESTONE SHALL BE GENTLY WATERED WITH A VERY FINE MIST TYPE HOSE OR EQUIVALENT METHOD OF WATER DISTRIBUTION TO DRIVE FINES ON SURFACE INTO VOIDS WITHOUT OVER WATERING AND CAUSING FINES TO BECOME OVER SATURATED AND RUN OFF. REPEAT DURING COMPACTION AS NEEDED.
5. ALL CRUSHED LIMESTONE SHALL BE VIBRATORY ROLLED, AND COMPACTED TO A 4" DEPTH. MINIMUM CROSS SLOPE SHALL BE 1.5 %.
6. 4" 11-GAUGE METAL EDGING MATERIAL TO BE INSTALLED ON EACH SIDE OF CRUSHED LIMESTONE TRAIL. EDGING MATERIAL TO BE SUBMITTED AND APPROVED BY THE CITY OF FAYETTVILLE - PARKS AND RECREATION DEPARTMENT PRIOR TO CONSTRUCTION.





EMPTY CONDUIT DETAIL

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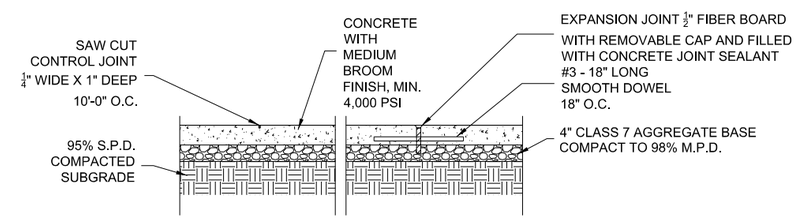

SECTION THROUGH JOINTS

10' CONCRETE TRAIL - SECTION

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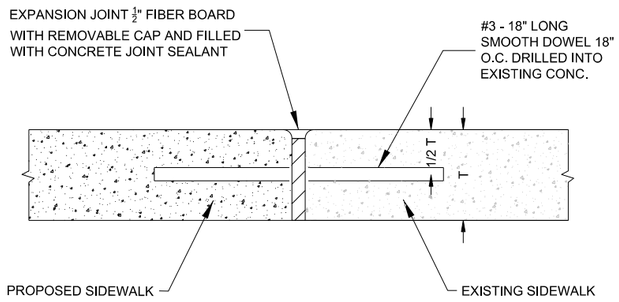

PROPOSED SIDEWALK AT EXIST. SIDEWALK DETAIL

SCALE: N.T.S.

CONCRETE TRAIL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO THE CITY OF FAYETTEVILLE'S CURRENT ORDINANCES AND STANDARDS FOR CONCRETE PAVEMENT CONSTRUCTION (CHAPTER 171).
2. CONCRETE SHALL HAVE A MINIMUM CEMENT CONTENT OF 5-1/2 BAGS PER CUBIC YARDS WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT AND 1.5 #/CY FIBER REINFORCEMENT WITH A MAXIMUM 4" SLUMP.
3. FULL DEPTH EXPANSION JOINTS WITH DOWELS ARE REQUIRED AT THE END OF EACH DAYS POUR AND ADJACENT TO ALL EXISTING CONCRETE. EXPANSION JOINTS SHALL BE INSTALLED AT INTERVALS NOT EXCEEDING 45 FEET ALONG THE CONCRETE SIDEWALK.
4. ONE-QUARTER DEPTH (ONE INCH) SAW-CUT JOINTS SHALL BE PLACED IN CONCRETE AT REGULAR INTERVALS MATCHING THE TRAIL WIDTH, BUT NOT TO EXCEED 10 FEET APART.
5. ALL EXPANSION JOINTS AND SAW JOINTS SHALL BE SEALED WITH JOINT SEALANT MEETING THE REQUIREMENTS OF ASTM C920, TYPE S. A SELF LEVELING SEALANT SHALL BE USED FOR HORIZONTAL SURFACES. SONNEBORN "SONOLASTIC SL-I" OR AN APPROVED EQUAL. CLOSED CELL BACKER ROD SHALL BE USED IN DEEP JOINTS, AS NEEDED, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
6. CONCRETE CURING COMPOUND SHALL MEET ASTM C-309 AND SHALL BE W.R. MEADOWS 1200 WHITE OR AN APPROVED EQUAL.
7. EXPANSION JOINT MATERIAL SHALL BE PREFORMED ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M-213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER.
8. CONSTRUCT 2% MAXIMUM CROSS SLOPE ON TRAIL IN SAME DIRECTION AS EXISTING GRADE UNLESS OTHERWISE DESIGNATED ON THE PLANS. LONGITUDINAL GRADE SHALL NOT EXCEED 5%.
9. TRAILS SHALL HAVE A ONE-HALF (½) INCH ROLLED EDGE.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL CONCRETE WORK DURING CURING. ANY CONCRETE THAT IS DEFACED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

STATE OF ARKANSAS
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9-18-25

Luke.Corden 9/9/2025 12:43:22 PM
WORKSPACE: untitled
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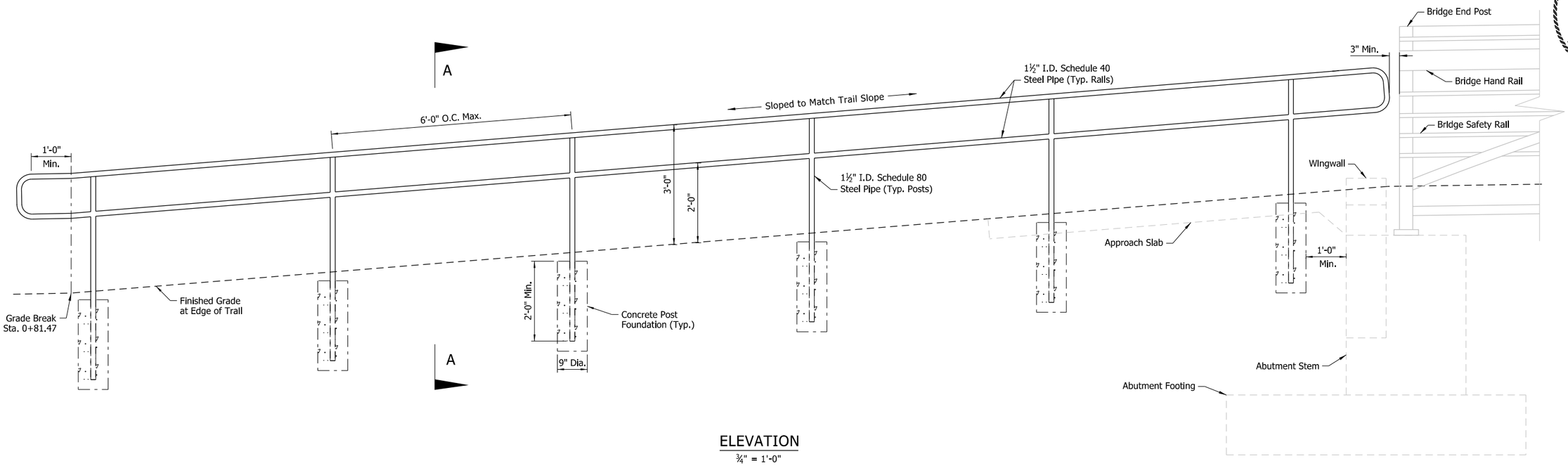
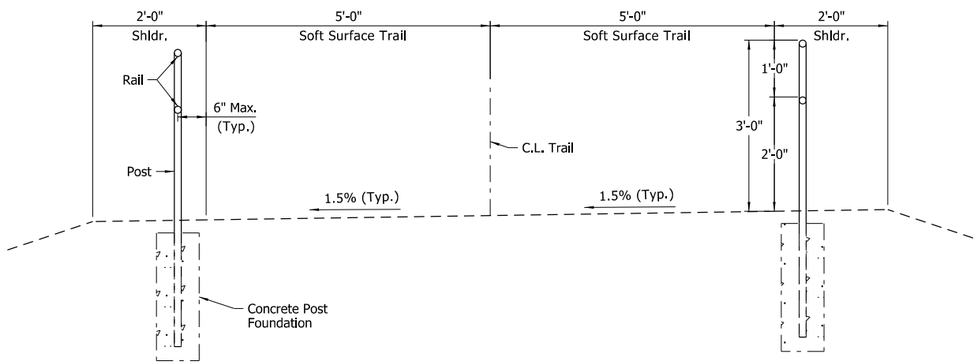
DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	5	11
		HAND RAILING DETAILS				

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.20113
ETHAN R. B. BAKER
9-18-25



ELEVATION

¾" = 1'-0"



SECTION A-A

¾" = 1'-0"

GENERAL NOTES

These details show only general features of the hand railing. Submit shop drawings to the Engineer for approval prior to fabrication of the hand railing. Shop drawings shall show general dimensions, member sizes, material specifications, splice details, splice locations, post spacing, and curved rail layout. Hand railing shall comply with Americans with Disabilities Act (ADA) regulations and Section 633.

Pipes and fittings for hand railing shall be commercially available hot-dip galvanized steel pipes meeting the requirements of Subsection 106.01. As an alternate, hand railing sections may be hot dipped galvanized after fabrication. Any damage to galvanized areas during fabrication, delivery, or installation shall be repaired according to ASTM A780 and ASTM A123.

Concrete post foundations shall be set so as not to conflict with bridge superstructure, bridge foundation, or approach slabs. Post holes for concrete post foundations shall be excavated to reasonably neat lines. Prevent disturbance of original ground at the sides and bottom of the hole.

Concrete for post foundations shall comply with the requirements for Class M Concrete as provided in Section 802 and shall be poured in the dry. Concrete shall be placed with contact against firm soil at the sides and bottom and shall be tamped around the posts after the posts have been brought to and firmly held in their proper position. Strike off, slope, or crown and smooth the surface of the concrete at least 3" below finished ground level. Allow concrete to cure for at least 5 days before subjecting the rail to strain. Hand railing shall be shored until concrete has adequately cured to hold the railing in its finished position.

Hand railing shall be erected in a workmanlike manner and shall be free of any sharp or abrasive elements. All exposed edges shall be rounded or chamfered by grinding. Any welds shall be ground smooth.

The cost of all elements incorporated into the finished hand rails including, but not limited to, concrete post foundations or any required fasteners or connection elements, shall be considered subsidiary to the item "Hand Railing".

Ethan.Baker 3/5/2025 9:21:08 AM
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DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	6	11
		SURVEY CONTROL DETAILS				

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
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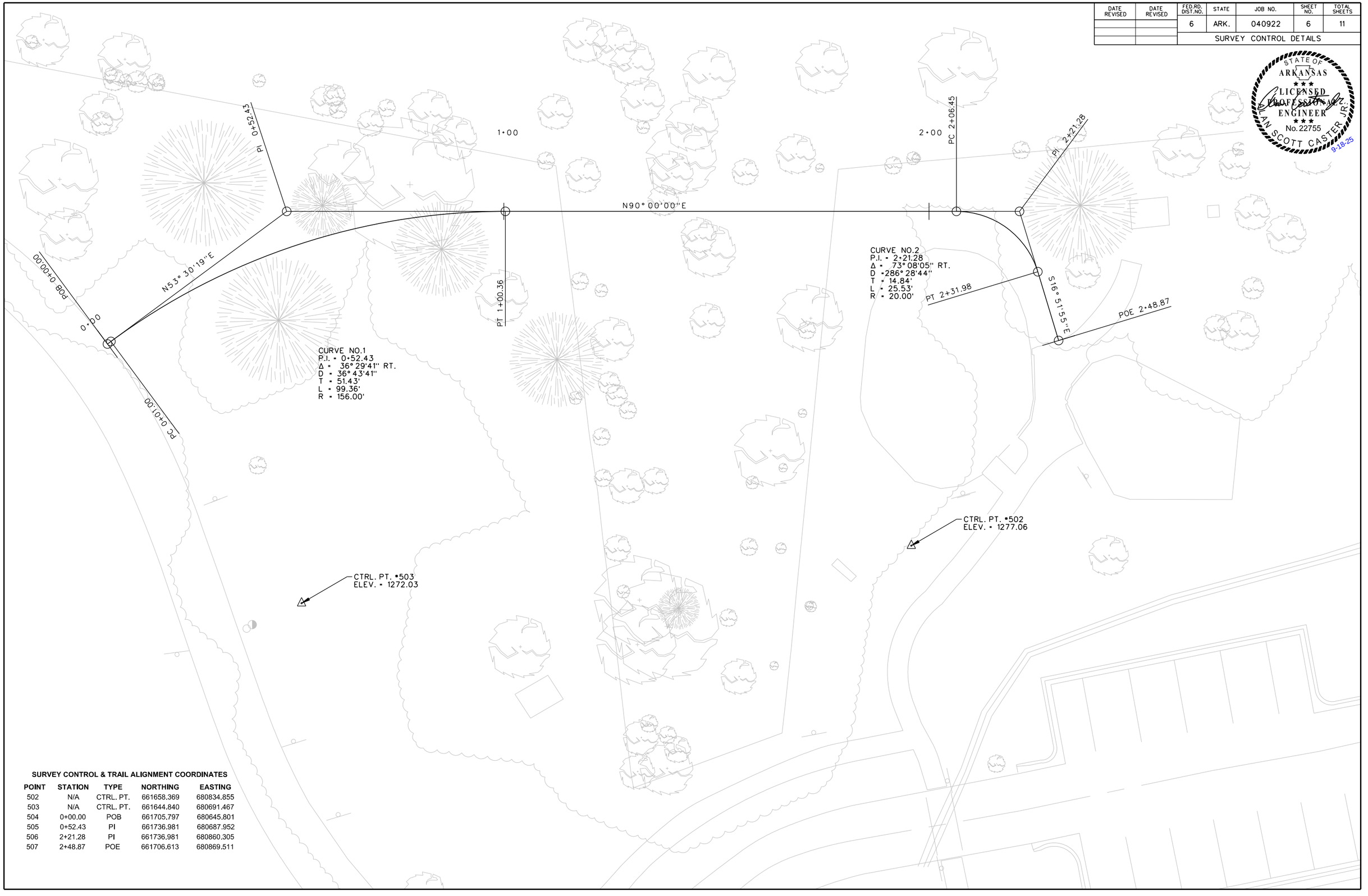
ALAN SCOTT CASTER JR.
9-18-25



SURVEY CONTROL & TRAIL ALIGNMENT COORDINATES

POINT	STATION	TYPE	NORTHING	EASTING
502	N/A	CTRL. PT.	661658.369	680834.855
503	N/A	CTRL. PT.	661644.840	680691.467
504	0+00.00	POB	661705.797	680645.801
505	0+52.43	PI	661736.981	680687.952
506	2+21.28	PI	661736.981	680860.305
507	2+48.87	POE	661706.613	680869.511

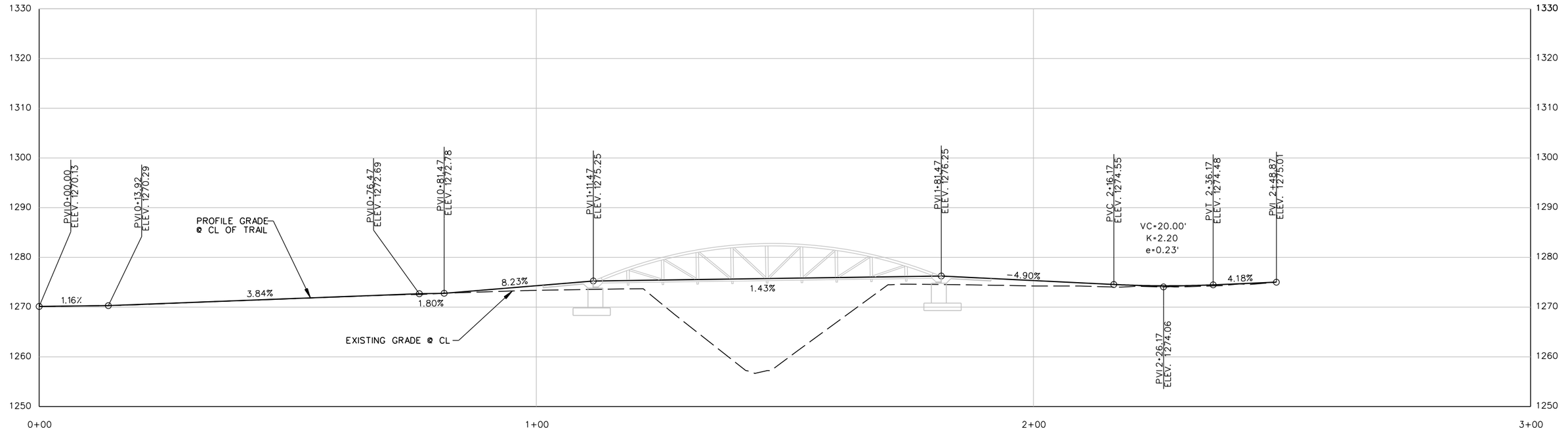
Ethan.Baker 3/5/2025 9:21:10 AM
WORKSPACE: ARDOT
Y:\Projects\Fayetteville_200332_Veterens Park Ped Bridge\Design\CIVIL\Drawings\Working\040922_04_SC.dgn
REVISED DATE: $$REVDATE$$

DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	7	11
		GRADING PLAN AND PROFILE				

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 22755
ETHAN SCOTT CASTER JR.
9-18-25

STREAMSIDE PROTECTION WATERSIDE ZONE OUTER BOUNDARY
STREAMSIDE PROTECTION MANAGEMENT ZONE OUTER BOUNDARY
12" DIA. WATTLES STAKED AT 4' O.C.
EXISTING CONC. SIDEWALK
MATCH EXISTING, BEGIN C.L. TRAIL
12' RADIUS TIE INTO EXISTING
1.5% SLOPE SEE C.L. TRAIL DETAIL
HAND RAILING SEE DETAILS SHEET 5
END C.L. TRAIL
BEGIN CONC.TRAIL
CL BRIDGE
N90°00'00"E
N53°30'19"E
PI 0+52.43
PT 1+00.36
PC 0+00.00
PC 2+06.45
N 2+21.28
PT 2+31.98
POE 2+48.87
S16°51'55"E
10'
REMOVE AND DISPOSE EXISTING CHAIN LINK FENCE. MODIFY TO TIE BACK INTO PROPOSED BRIDGE - BOTH SIDES.
INSTALL 2 - 3" CONDUIT LOCATION TO BE DETERMINED IN FIELD. SEE TRAIL DETAILS SHEET "EMPTY CONDUIT DETAIL".
CONSTRUCT CONTROL JOINT @ P.C.
CONSTRUCT CONTROL JOINT @ P.T.
CURVE NO.1
P.I. = 0+52.43
Δ = 36°29'41" RT.
D = 36°43'41"
T = 51.43'
L = 99.36'
R = 156.00'
CURVE NO.2
P.I. = 2+21.28
Δ = 73°08'05" RT.
D = 286°28'44"
T = 14.84'
L = 25.53'
R = 20.00'
NOTES:
MODIFICATION OF FENCING TO TIE INTO NEW BRIDGE SUBSTRUCTURE SHALL BE CONSIDERED SUBSIDIARY TO THE ITEM "REMOVAL AND DISPOSAL OF FENCE".
CL IRREGULAR 1' WIDE STONE WALL
EXISTING PLAYGROUND
MATCH EXISTING AT END OF CONC. TRAIL. SEE TRAIL DETAIL SHEET "PROPOSED SIDEWALK AT EXIST. SIDEWALK DETAIL".
EXISTING CONC. SIDEWALK
12" DIA. WATTLES STAKED AT 4' O.C.

PLAN
1" = 10'-0"



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REVISED DATE: $$REVDATE$$

DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	8	11
		SUMMARY OF QUANTITIES & REVISIONS				

SCHEDULE OF BRIDGE QUANTITIES

UNIT OF STRUCTURE	ITEM NUMBER	801	SS & 802	SS & 804	SS & 809	SP
	ITEM	UNCLASSIFIED EXCAVATION FOR STRUCTURES-BRIDGE	CLASS S CONCRETE-BRIDGE	REINFORCING STEEL-BRIDGE (GRADE 60)	SILICONE JOINT SEALANT	PREFABRICATED STEEL TRUSS SUPERSTRUCTURE
	UNIT	CU. YD.	CU. YD.	POUND	LIN. FT.	LUMP SUM
ABUTMENT NO. 1		35.0	13.00	1,110	10	
ABUTMENT NO. 2		35.0	13.00	1,110	10	
70'-0" SIMPLE SPAN TRUSS UNIT						1
TOTALS FOR JOB NO. 040922		70.0	26.00	2,220	20	1

SUMMARY OF QUANTITIES

A complete list of Line Item descriptions and quantities has been made available on the City of Fayetteville's bidding website at https://fayetteville-ar.ionwave.net/Login.aspx

REVISIONS

DATE	REVISION	SHEET NUMBER

THE QUANTITIES PROVIDED ARE ESTIMATED AND SHALL BE THE BASIS FOR RECEIVING UNIT PRICE BIDS FOR EACH ITEM BUT SHALL NOT BE CONSIDERED BY BIDDERS AS ACTUAL QUANTITIES THAT MAY BE REQUIRED FOR COMPLETION OF THE PROPOSED WORK. THESE QUANTITIES, AT THE UNIT AND LUMP SUM PRICES BID FOR EACH ITEM, SHALL DETERMINE THE AMOUNT OF EACH BID FOR COMPARISON OF BIDS AND AID IN DETERMINING THE LOW AND RESPONSIVE BIDDER FOR THE PURPOSE OF AWARDING THE CONTRACT, AND WILL BE USED AS BASIS FOR FIXING THE AMOUNT OF THE REQUIRED BONDS.

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.20113
ETHAN R. B. BAKER
9-18-25

BRIDGE ENGINEER
PRINT DATE: 3/5/2025

SUMMARY OF QUANTITIES AND REVISIONS
LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL

DRAWN BY: ERBB DATE: 09/2024
CHECKED BY: JSB/SFH DATE: 10/2024
DESIGNED BY: ERBB/ASC DATE: 09/2024
FILENAME: 040922_08_QT_001.DGN
SCALE: NONE

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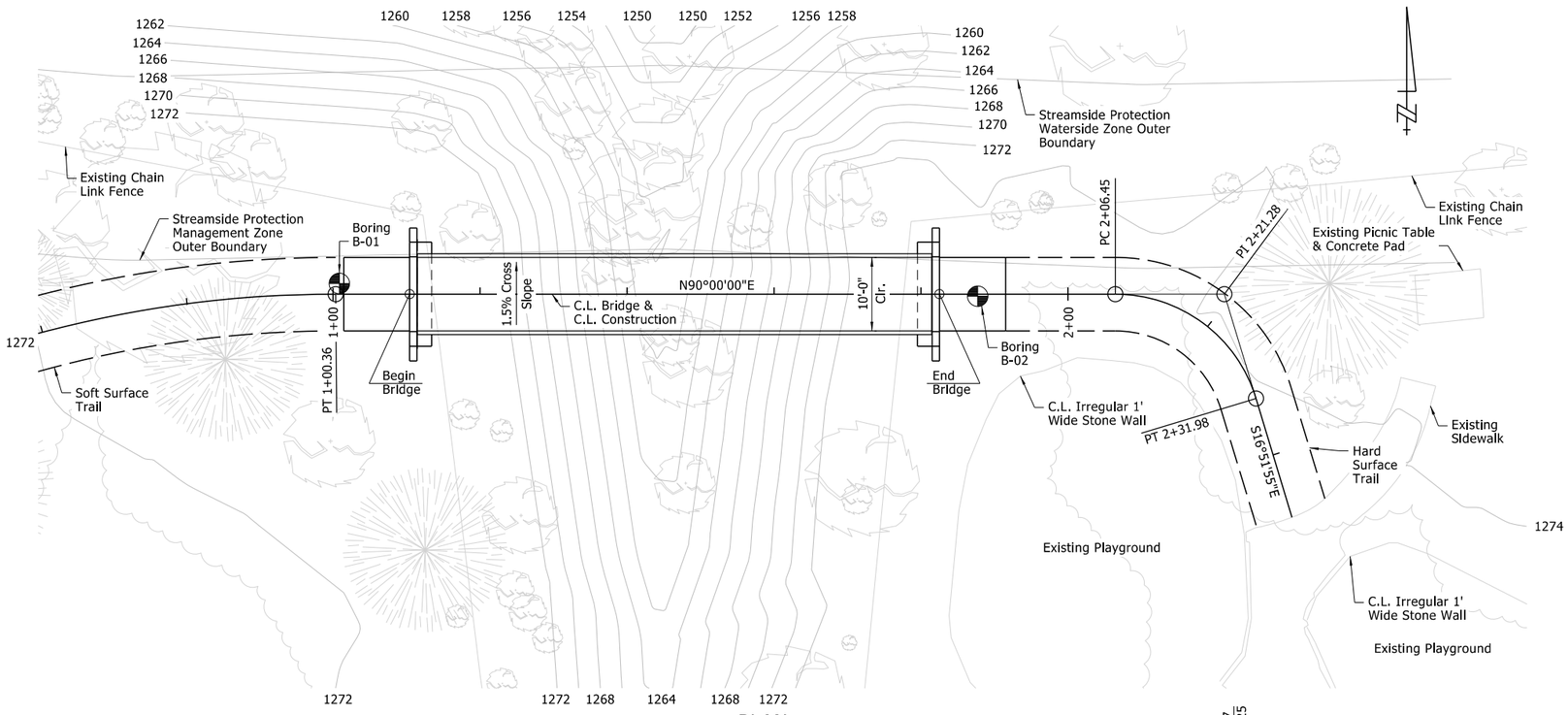
REVISED DATE:

DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	9	11
		LAYOUT OF BRIDGE				



PLAN

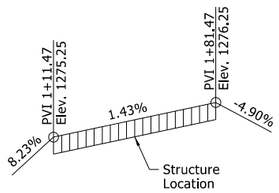
1" = 10'-0"

Estimated Pedestrian Bridge Loading Per Bearing				
Unfactored Loading	Vertical (Kips)		Longitudinal (Kips)	Transverse (Kips)
	Min.	Max.		
Dead Load (DC)	-	16.0	-	-
Pedestrian Load (PL)	-	15.8	-	-
Vehicular Load (LL)	-	9.7	-	-
Wind Load (WS)	-8.6	3.4	-	4.6
Thermal Load (TU)	-	-	2.4	-

A negative value indicates an upward reaction.

Contact the Engineer of Record if the actual pedestrian bridge loads vary from the estimated loads shown in the table above.

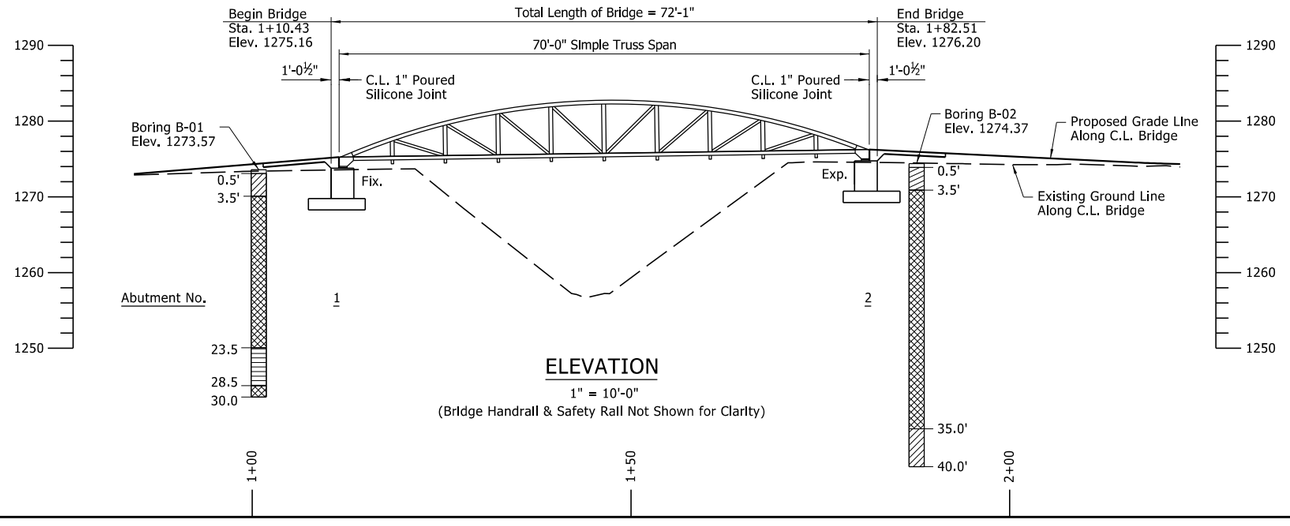
Loads shown in the table above may not be comprehensive for superstructure, bearing, or anchor bolt design. All appropriate loads shall be considered for the design of each bridge component per the Design Specifications.



VERTICAL GEOMETRY

(Profile Grade Along C.L. Bridge)

No Scale



ELEVATION

1" = 10'-0"

(Bridge Handrail & Safety Rail Not Shown for Clarity)

GENERAL NOTES

BENCH MARK: Vertical Control Data are shown on the Survey Control Data Sheets.

CONSTRUCTION SPECIFICATIONS: Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction (2014 Edition) with applicable Supplemental Specifications and Special Provisions. Unless otherwise noted, Section and Subsection refer to the Standard Construction Specifications.

DESIGN SPECIFICATIONS: AASHTO LRFD Bridge Design Specifications, Ninth Edition and AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, Second Edition.

TRUCK LIVE LOADING: H10
PEDESTRIAN LIVE LOADING: 90 psf

SEISMIC ZONE: 1 SD1 = 0.094 SITE CLASS = C

MATERIALS AND STRENGTHS:

Class S(AE) Concrete (superstructure)	f'c = 4,000 psi
Class S Concrete (substructure)	f'c = 3,500 psi
Reinforcing Steel (Gr.60, AASHTO M 31 or M 322, Type A)	fy = 60,000 psi

BORING LOGS: See Dwg. "Soil Boring Information" for boring logs.

CONCRETE: Concrete shall be poured in the dry. All exposed corners to be chamfered ¾" unless otherwise noted. All concrete in the bridge deck shall be Class S(AE) with a minimum 28 day compressive strength f'c = 4,000 psi. All other concrete shall be Class S.

See Std. Dwg. No. 55005 for allowable modifications and for tolerances when permanent steel deck forms are used.

Concrete in bridge superstructure shall be placed, consolidated, and screeded off for the entire bridge deck before any concrete has taken its initial set. This may require the use of a retarding agent.

The concrete bridge deck shall be given a broom finish as specified for Final Finishing in Subsection 802.19 for Class 6 Broomed Finish.

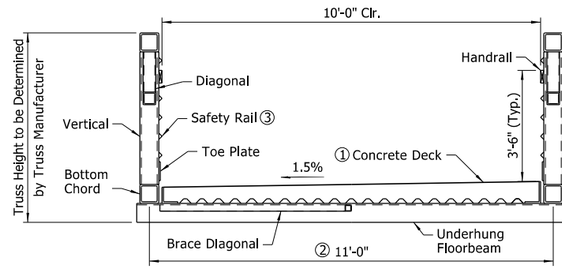
Cost of all concrete incorporated into the finished superstructure, including the bridge deck, shall be considered subsidiary to the item "Prefabricated Steel Truss Superstructure" per Lump Sum.

REINFORCING STEEL: All reinforcing steel shall be Grade 60 conforming to AASHTO M 31 or M 322, Type A, with mill test reports. The reinforcing steel is to be accurately located in the forms and firmly held in place by steel wire supports, sufficient in number and size to prevent displacement during the course of construction. The wire supports will not be paid for directly, but will be considered subsidiary to the item "Reinforcing Steel - Bridge (Grade 60)".

Reinforcing steel in the bridge deck shall be epoxy coated, and will not be paid for directly, but shall be considered subsidiary to the item "Prefabricated Steel Truss Superstructure".

FOOTINGS: Footings shall be set on the native stratum designated as (SC) Clayey Sand With Gravel on the boring logs. Subgrade material within the extents of the footing shall be evaluated by the Engineer for approval prior to the placement of formwork, reinforcing steel, or concrete. Any further excavation or undercutting shall not occur unless at the direction of the Engineer. Foundations for footings shall be prepared in accordance with Subsection 801.04. Excavations shall be backfilled and compacted in accordance with Subsection 801.08.

SUPERSTRUCTURE: The superstructure shall be composed of a prefabricated steel truss superstructure and cast-in-place concrete bridge deck. The architectural style of the superstructure shall be a bowstring truss. The depiction of the superstructure in the plans show general features of design only. Shop drawings of the superstructure detailing and bridge loading shall be prepared in accordance with the specifications and submitted to the Engineer for approval prior to fabrication. The cost of all elements incorporated into the finished bridge superstructure including, but not limited to, concrete bridge deck, formwork, handrails, safety rails, connections, anchor bolts, bearings, and bearing assemblies shall be considered subsidiary to the item "Prefabricated Steel Truss Superstructure".



TYPICAL SECTION

1" = 2'-0"

(Looking Ahead)

① Concrete Deck to be designed by Truss Manufacturer. Cost of Deck shall be considered subsidiary to the Truss Span.

② Approximate dimensions. Final dimensions to be determined by Truss Manufacturer.

③ The clear opening between safety rail elements shall be such that a 6" diameter sphere shall not pass through. The safety rail shall extend a minimum height of 48" above the top of deck.

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.20113
ETHAN R. B. BAKER
9-18-25

BRIDGE ENGINEER
PRINT DATE: 3/5/2025

LAYOUT OF BRIDGE
LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL

DRAWN BY: ERBB DATE: 04/2024
CHECKED BY: SFH DATE: 10/2024
DESIGNED BY: ERBB DATE: 04/2024
FILENAME: 040922_09_LX_001.DGN
SCALE: AS SHOWN

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WORKSPACE: ARDOT
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REVISED DATE:

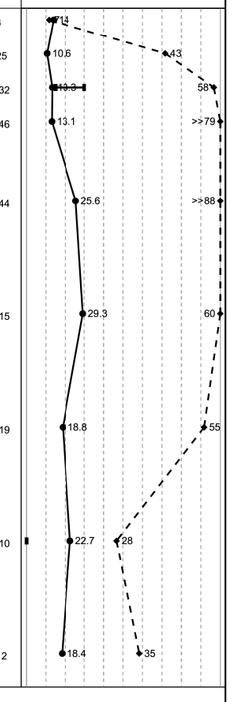
DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	10	11
		SOIL BORING INFORMATION				

Veteran's Memorial Park Pedestrian Bridge

Soil Boring: B-01

Project Number:	24-3819	Client Name:	Michael Baker Intl.	Coordinates:	36.132489, -94.138864
Date Started:	04/02/2024	Date Completed:	04/02/2024	Ground Elev.:	1273.57'
Drill Rig:	Diedrich D-50	Drilling Method:	Auger	Tooling:	4-1/4" Solid Stem Auger
Hammer Type:	Auto	Hammer Weight:	140	Geology:	Boone Formation

Depth (Ft)	Elevation (Ft)	Soil Description and Remarks	Sample Number	Blow Counts (N/Refusal)
		TOPSOIL (4") 0.5		
		(CL) SANDY LEAN CLAY WITH GRAVEL: Dark Reddish-Brown; Stiff; Low to Moderate Plasticity; Moist	1	2-3-4 (7)
	1270	- Hard 3.5	2	8-18-25 (43)
5		(SC) CLAYEY SAND WITH GRAVEL: Reddish-Brown; Very Dense; Moderate Plasticity; Little Gravel; Little Sands; Some Fines; Moist	3	13-26-32 (58)
			4	20-33-46 (79)
	1265		5	41-44-44 (88)
10		- Mostly Chert with Limestone; Very Moist		
	1260		6	25-45-15 (60)
15				
	1255		7	22-36-19 (55)
20				
	1250	23.5	8	14-18-10 (28)
25		(GM) SILTY GRAVEL WITH SAND: Light Reddish-Brown; Dense; Non-Plastic; Some Gravel; Little Sands; Some Fines; Moist		
	1245	28.5	9	8-23-12 (35)
30		(SC) CLAYEY SAND WITH GRAVEL: Dark Reddish-Brown; Dense; Moderate Plasticity; Limestone Fragments; Moist 30.0		
		END OF BORING		



Client Name: Michael Baker Intl.	Equipment Type: Diedrich D-50	
Logged By: David Orozco	Reviewed By: Marshall Roberson	
Completion Depth: 30'	Drilling Water Level: N/A	
Date Started: 04/02/2024	Date Completed: 04/02/2024	

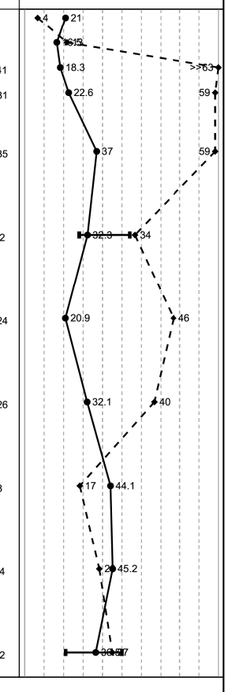
Note: For locations of soil borings, see "Layout of Bridge."

Veteran's Memorial Park Pedestrian Bridge

Soil Boring: B-02

Project Number:	24-3819	Client Name:	Michael Baker Intl.	Coordinates:	36.132494, -94.138658
Date Started:	04/02/2024	Date Completed:	04/02/2024	Ground Elev.:	1274.73'
Drill Rig:	Diedrich D-50	Drilling Method:	Auger	Tooling:	"4-1/4"" Solid Stem Auger"
Hammer Type:	Auto	Hammer Weight:	140	Geology:	Boone Formation

Depth (Ft)	Elevation (Ft)	Soil Description and Remarks	Sample Number	Blow Counts (N/Refusal)
		TOPSOIL (5") 0.5		
		(CH) FAT CLAY WITH SAND: Dark Brown; Medium-Stiff to Very Stiff; Moderate to High Plasticity; Moist 3.5	1	2-1-3 (4)
	1270		2	2-4-9 (13)
5		(SC) CLAYEY SAND WITH GRAVEL: Reddish-Brown; Very Dense; High Plasticity; Little Gravel; Some Sands; Some Fines; Moist	3	11-22-41 (63)
		- Dark Reddish-Brown; Interbedded Chert	4	20-28-31 (59)
	1265			
10		- Very Moist	5	12-24-35 (59)
	1260			
15		- Dense	6	8-12-22 (34)
	1255			
20		- Very Dense; Moist	7	27-22-24 (46)
	1250		8	15-14-26 (40)
25				
	1245	- Medium Dense; Wet	9	10-9-8 (17)
30				
	1240	- Medium-Dense to Dense 35.0	10	12-9-14 (23)
35		(CH) SANDY FAT CLAY WITH GRAVEL: Dark Reddish Brown; Very Stiff to Hard; High Plasticity; Little Gravel; Some Sands; Mostly Fines; Wet		
	1235	40.0	11	5-15-12 (27)
40		END OF BORING		



Client Name: Michael Baker Intl.	Equipment Type: Diedrich D-50	
Logged By: David Orozco	Reviewed By: Marshall Roberson	
Completion Depth: 40'	Drilling Water Level: N/A	
Completion Date: 04/02/2024	Date Started: 04/02/2024	

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.20113
ETHAN R. B. BAKER
9-15-25

BRIDGE ENGINEER
PRINT DATE: 3/5/2025

SOIL BORING INFORMATION
LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL

DRAWN BY:	ERBB	DATE:	04/2024	FILENAME:	040922_10_BO_001.DGN
CHECKED BY:	SFH	DATE:	10/2024	SCALE:	NONE
DESIGNED BY:	ERBB	DATE:	04/2024		

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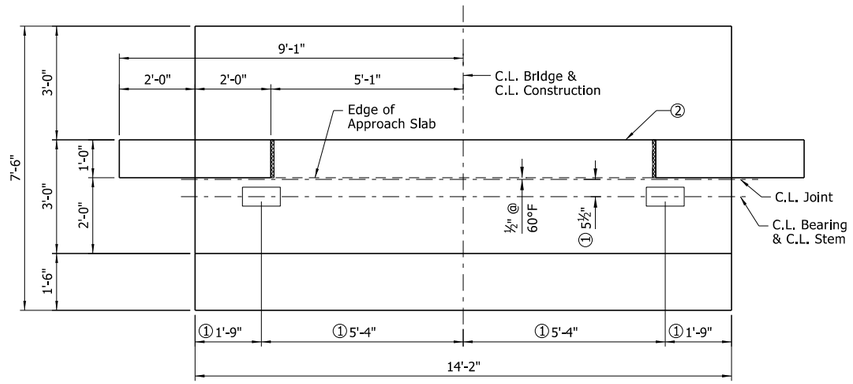
REVISED DATE:

DATE REVISED	DATE REVISED	FED.RD. DIST.NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	040922	11	11
		DETAILS OF ABUTMENTS				



PLAN
1" = 1'-0"

① Top of abutment cap elevations shown have been set using an assumed profile grade to top of cap dimension of 1'-6" and an offset from C.L. Joint to C.L. Bearing of 5½".

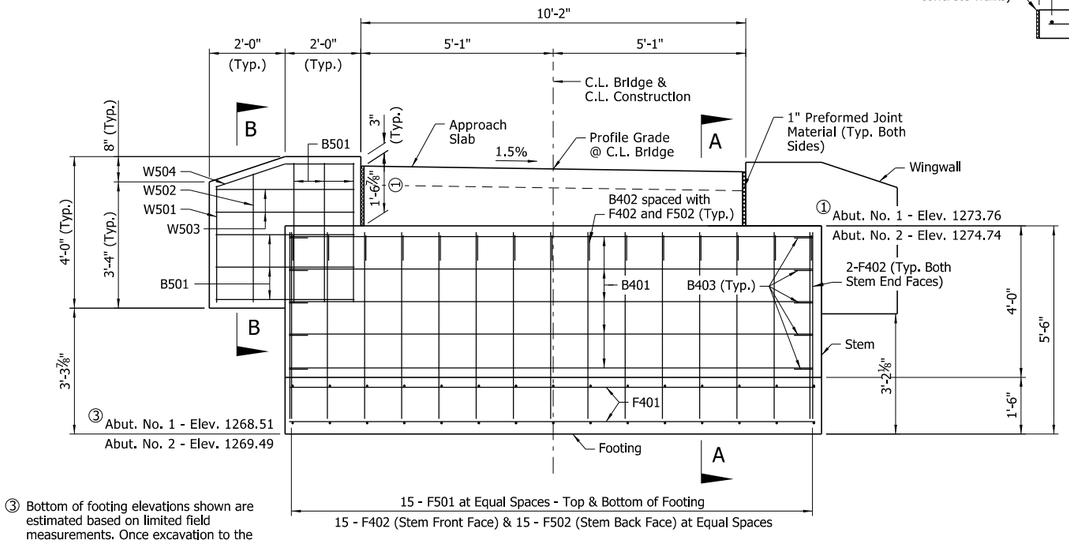
If any of these dimensions vary in the finished truss unit(s), bearing elevations and footing elevations must be adjusted accordingly.

The Contractor shall submit for approval shop drawings showing coordination of abutment construction and the truss details.

② A 4" dia. drainage pipe shall be placed atop the footing along the back face of the abutment stem, and the back face of the abutment shall be backfilled with granular material (Class 5 mineral aggregate or other approved material) along the length of the footing for a width of 2'. The layer of granular backfill material shall be wrapped with geotextile fabric. For additional details, see Std. Dwg. No. PU-1.

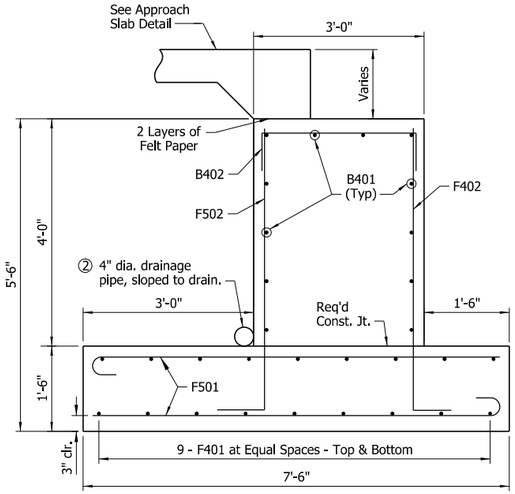
Drainage pipe, granular backfill material, and filter fabric will not be paid for separately, but shall be considered subsidiary to the item "Unclassified Excavation for Structures - Bridge".

Note:
Concrete clear cover to edge of reinforcement is 2" unless noted otherwise.

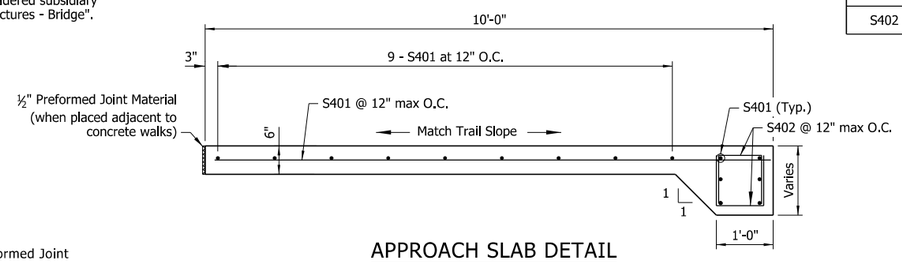


ELEVATION
(Shown Looking Back at Abutment No. 1)
1" = 1'-0"

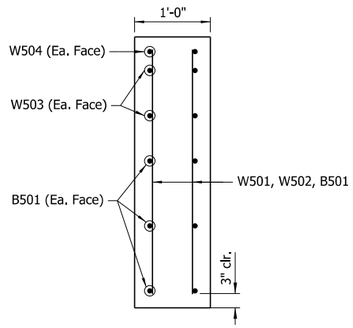
③ Bottom of footing elevations shown are estimated based on limited field measurements. Once excavation to the elevation shown is complete, the subgrade material shall be evaluated by the Engineer for approval prior to the placement of formwork, reinforcing steel, or concrete. Upon examination of the subgrade, the Engineer may require further excavation, and any affected dimensions must be adjusted accordingly.



SECTION A-A
¾" = 1'-0"



APPROACH SLAB DETAIL
¾" = 1'-0"

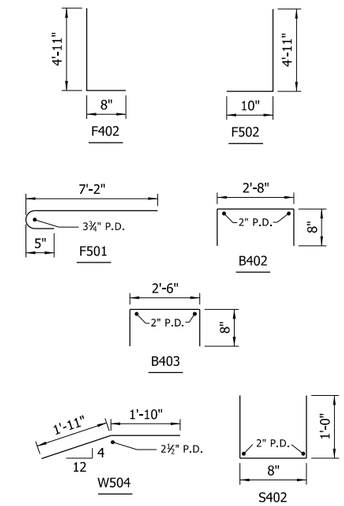


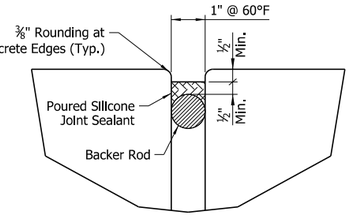
SECTION B-B
½" = 1'-0"

BAR LIST - PER ABUTMENT

MARK	NO. REQ'D	LENGTH	P.D.	BENDING DIAGRAM
F401	18	13'-10"	Str.	
F402	19	5'-6"	3"	
F501	30	7'-9"	3¾"	
F502	15	5'-7"	3¾"	
B401	12	13'-10"	Str.	
B402	15	3'-10"	2"	
B403	10	3'-8"	2"	
B501	24	3'-8"	Str.	
W501	4	2'-11"	Str.	
W502	4	3'-3"	Str.	
W503	8	3'-8"	Str.	
W504	4	3'-9"	2½"	
S401	26	9'-8"	Str.	
S402	22	2'-6"	2"	

Dimensions shown are out-to-out of bars.



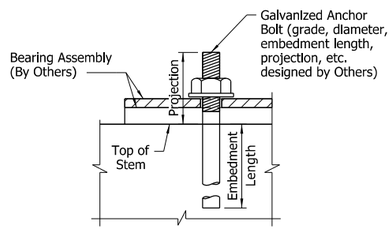


DETAILS OF POURED SILICONE JOINT
No Scale

Note:
Silicone Joint material and installation shall conform to Section 809. The temperature limitations recommended by the sealant Manufacturer shall be observed. The sealant shall be installed only when the average 24 hour air temperature is between 40° and 80° F.

Use an appropriately sized backer rod at the depth shown in the Manufacturer's literature based on the joint width at the time of sealing. Unless otherwise noted, do not install more backer rod than can be sealed in the same day.

The Contractor shall verify separation of the backer rod from the joint material after the joint material has set.



ANCHOR BOLT DETAIL
No Scale

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.20113
ETHAN R. B. BAKER
9-18-25

BRIDGE ENGINEER
PRINT DATE: 3/5/2025

DETAILS OF ABUTMENTS
LAKE FAYETTEVILLE ACCESSIBLE NATURE TRAIL

DRAWN BY: ERBB DATE: 08/2024 FILENAME: 040922_11_AB_001.DGN
CHECKED BY: JSB/SFH DATE: 10/2024 SCALE: AS SHOWN
DESIGNED BY: ERBB DATE: 08/2024

Ethan.Baker 3/5/2025 9:21:17 AM
WORKSPACE: ARDOT
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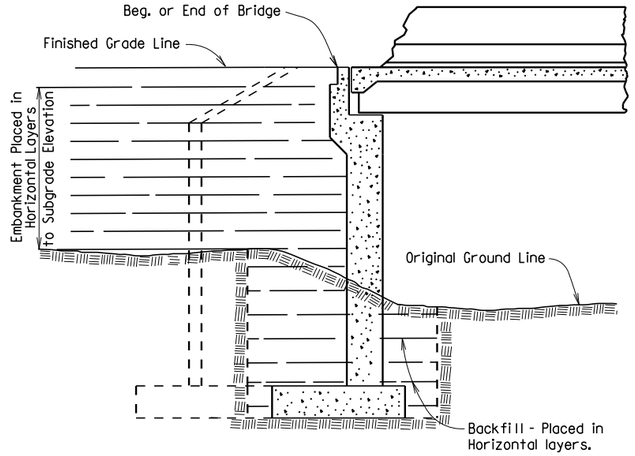
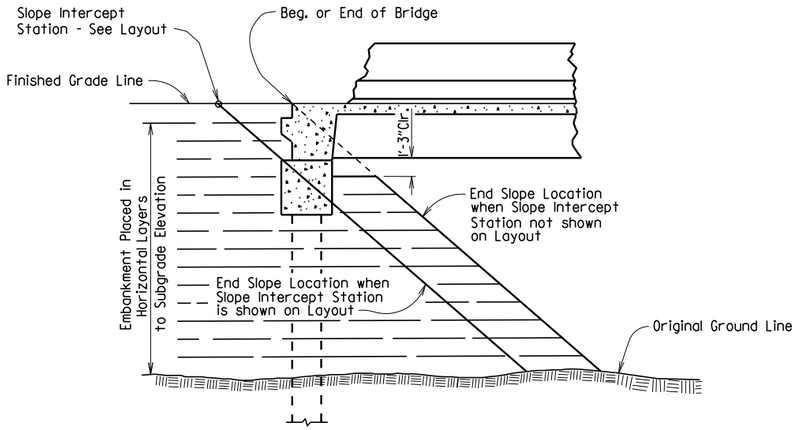
REVISED DATE:

DATE REVISED	DATE FILMED	DATE REVISED	DATE FILMED	FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
				6	ARK.			
				JOB NO.				

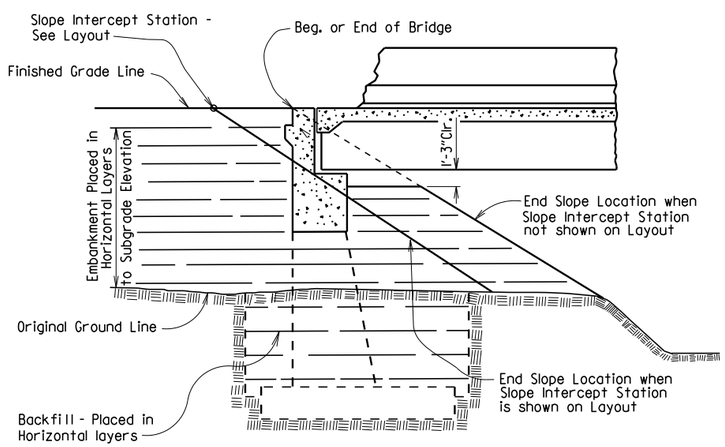
1 EMBANKMENT & BACKFILL 55000



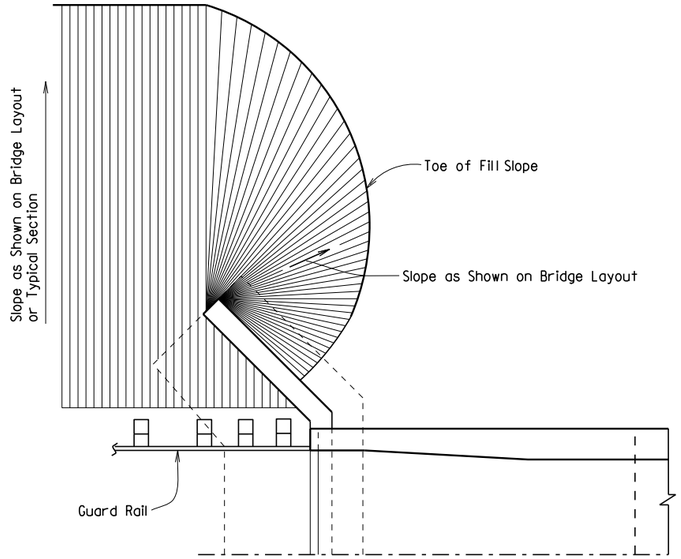
EMBANKMENT CONSTRUCTION AND FOOTING BACKFILL AT VERTICAL WALL ABUTMENTS



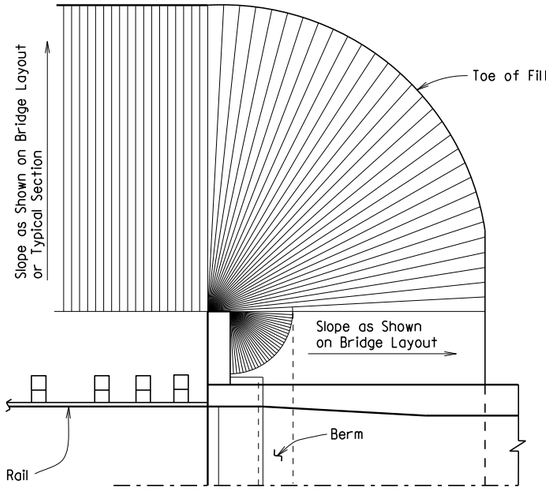
EMBANKMENT CONSTRUCTION AT SPILL-THROUGH PILE END BENTS



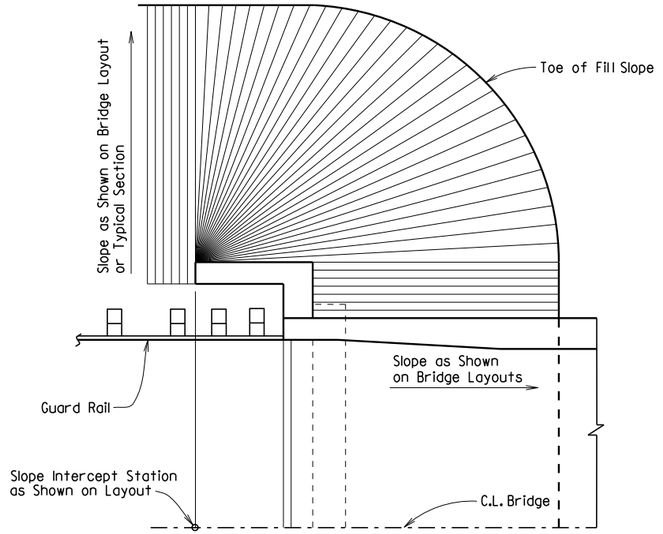
EMBANKMENT CONSTRUCTION AND FOOTING BACKFILL AT SPILL-THROUGH END BENTS



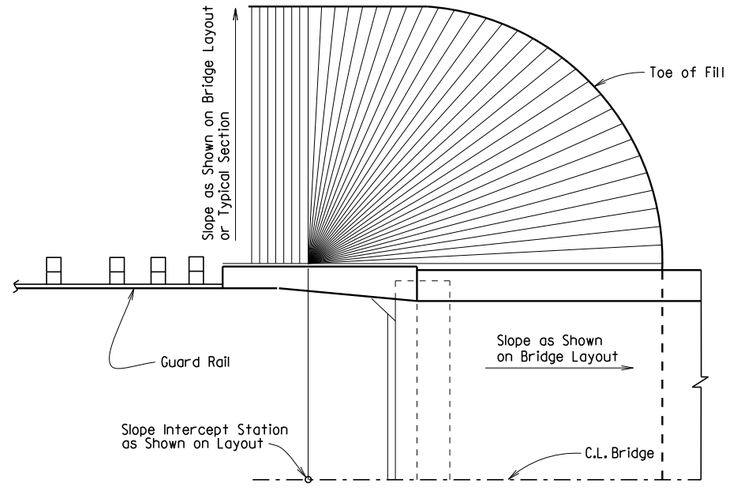
VERTICAL WALL ABUTMENTS



SPILL-THROUGH END BENTS WITH STUB WING



SPILL-THROUGH END BENTS WITH TURNBACK WING



SPILL-THROUGH END BENTS WITH TRANSITION WING

METHOD OF DETERMINING FILL SLOPE LOCATION AT BRIDGE ENDS

GENERAL NOTES

The Bridge End Embankment shall be defined as a section of embankment, not less than 20 feet long adjacent to the bridge end, together with the side slopes and slopes under the bridge end including around the end of wingwalls. Embankment adjacent to structures shall be constructed in 6 inch horizontal layers (loose measure) and compacted by the use of mechanical equipment to the satisfaction of the Engineer. Refer to Subsections 210.09, 210.10 and 801.08 for construction requirements.

STANDARD DETAILS FOR EMBANKMENT CONSTRUCTION AND BACKFILL AT BRIDGE ENDS

ARKANSAS STATE HIGHWAY COMMISSION

LITTLE ROCK, ARK.

DRAWN BY: KDH DATE: 2-27-2014 FILENAME: b55000.dgn

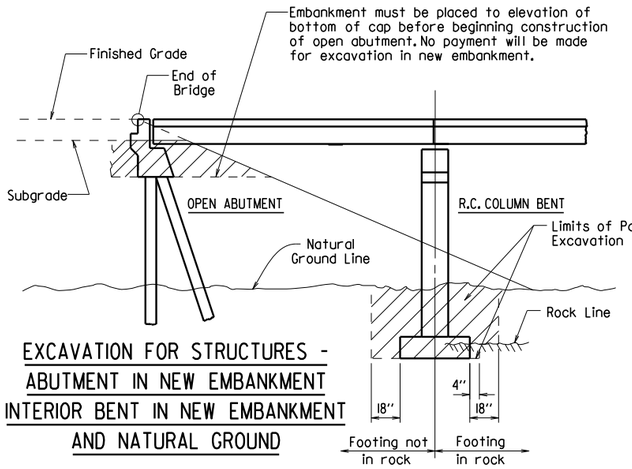
CHECKED BY: BEF DATE: 2-27-2014 SCALE: NO SCALE

DESIGNED BY: STD. DATE: -

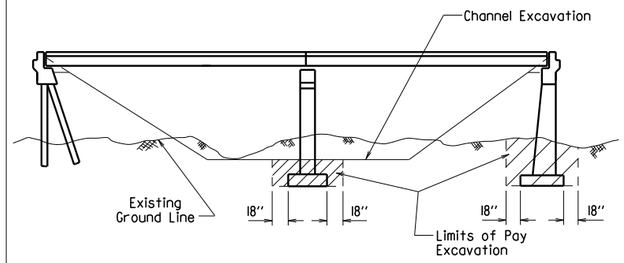
DRAWING NO. 55000

DATE REVISED	DATE FILMED	DATE REVISED	DATE FILMED	FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
				6	ARK.			
				JOB NO.				

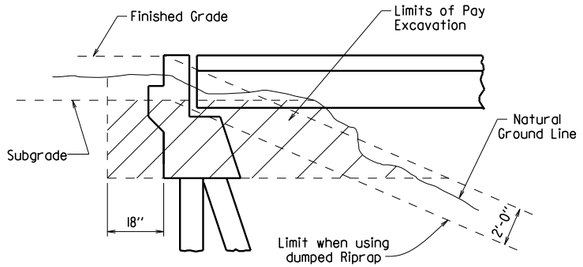
(1) RIPRAP & EXCAV. 55001



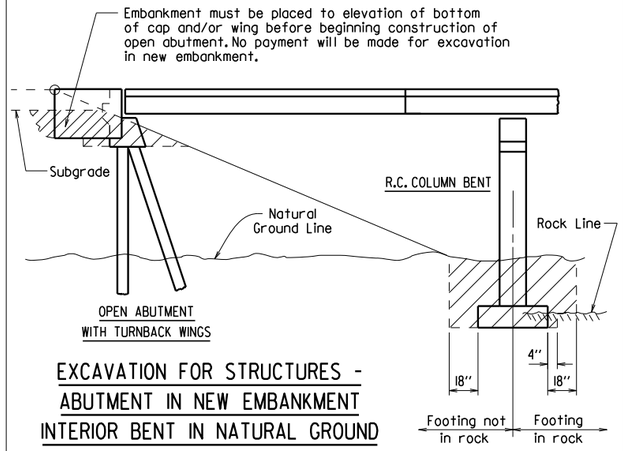
EXCAVATION FOR STRUCTURES - ABUTMENT IN NEW EMBANKMENT INTERIOR BENT IN NEW EMBANKMENT AND NATURAL GROUND



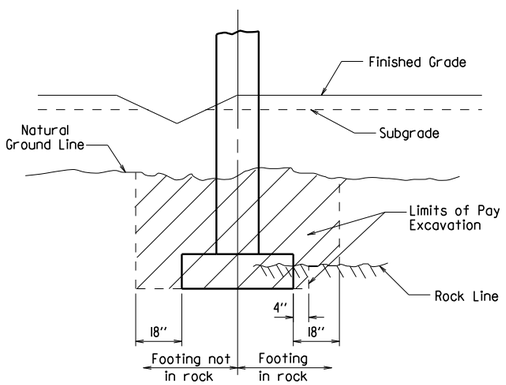
EXCAVATION FOR STRUCTURES - BRIDGE LOCATION WITH DESIGNATED CHANNEL CHANGE



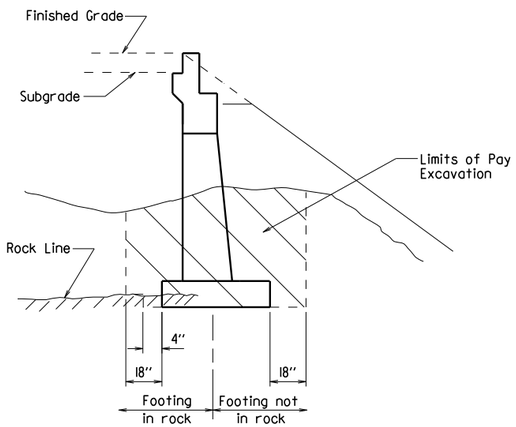
EXCAVATION FOR STRUCTURES - ABUTMENT IN NATURAL GROUND



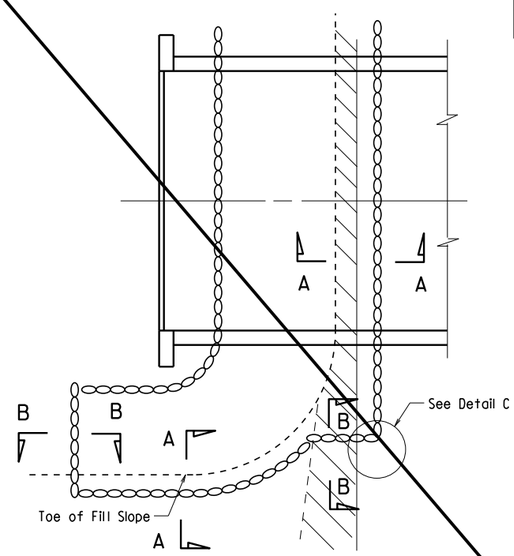
EXCAVATION FOR STRUCTURES - ABUTMENT IN NEW EMBANKMENT INTERIOR BENT IN NATURAL GROUND



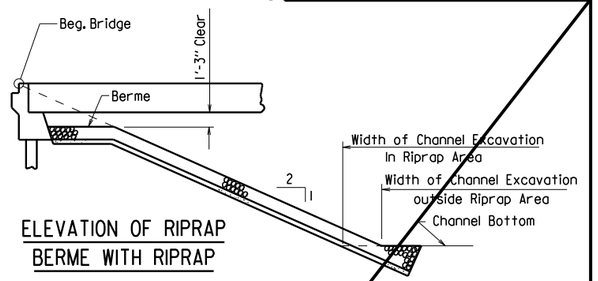
EXCAVATION FOR STRUCTURES - BENT IN ROADWAY FILL SECTION AND NATURAL GROUND



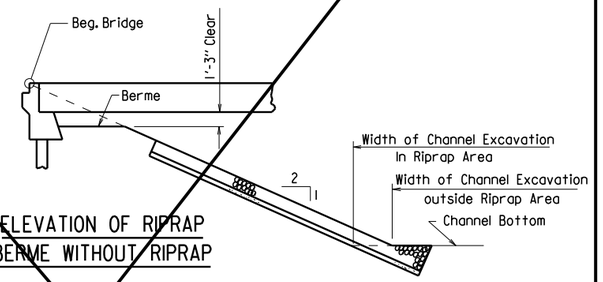
EXCAVATION FOR STRUCTURES - ABUTMENT IN NATURAL GROUND AND NEW EMBANKMENT



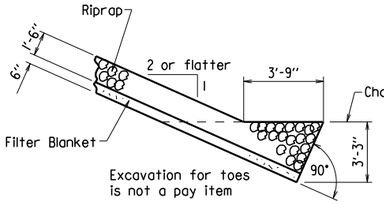
PLAN OF DUMPED RIPRAP



ELEVATION OF RIPRAP BERME WITH RIPRAP

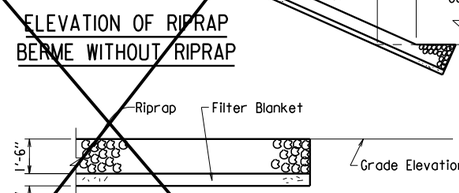


ELEVATION OF RIPRAP BERME WITHOUT RIPRAP

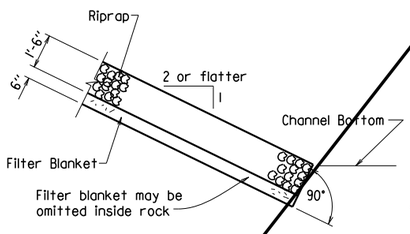


SECTION A-A

(Toe Excavation in Soil)



SECTION B-B



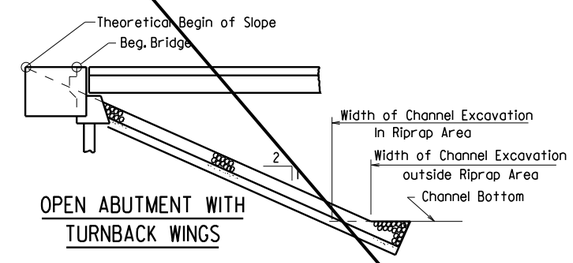
SECTION A-A

(Toe Excavation in Rock)

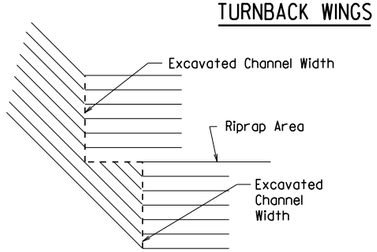
Note : Use this type of toe when rock is encountered which is in a stable condition.

Note : In lieu of an aggregate filter blanket, a synthetic fiber geotextile fabric complying with the requirements of Subsection 816.02(e) may be used.

Note : Details for computing excavation for structures are included for information as to how plan quantities were calculated and for use when adjusting quantities when changing footing elevation.



OPEN ABUTMENT WITH TURNBACK WINGS



DETAIL C

STANDARD DETAILS FOR DUMPED RIPRAP AND FILTER BLANKET AND COMPUTING EXCAVATION FOR STRUCTURES

ARKANSAS STATE HIGHWAY COMMISSION

LITTLE ROCK, ARK.

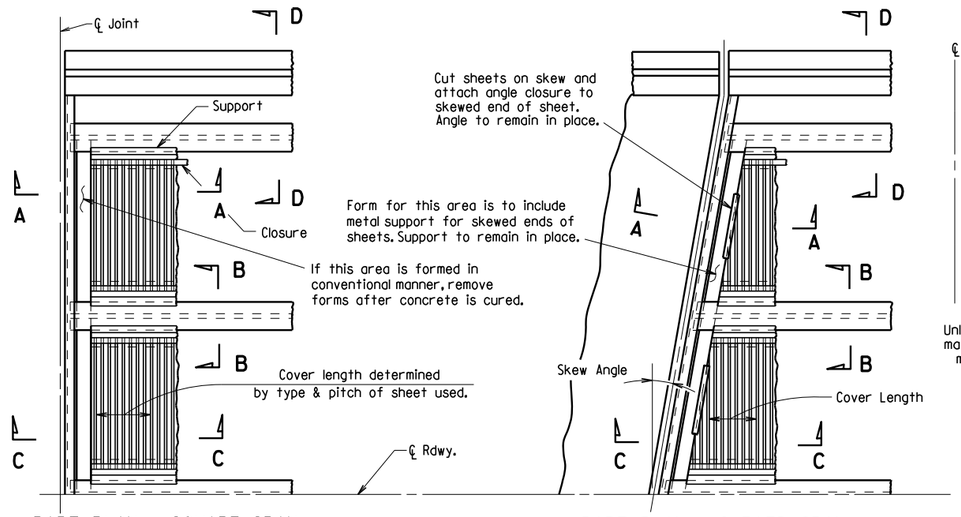
DRAWN BY: KDH DATE: 2-27-2014 FILENAME: b55001.dgn

CHECKED BY: BEF DATE: 2-27-2014 SCALE: NO SCALE

DESIGNED BY: STD. DATE:

DRAWING NO. 55001

DATE REVISED	DATE FILMED	DATE REVISED	DATE FILMED	FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
3/24/16				6	ARK.			
				JOB NO.				
				①	BRIDGE DECK FORMS		55005	

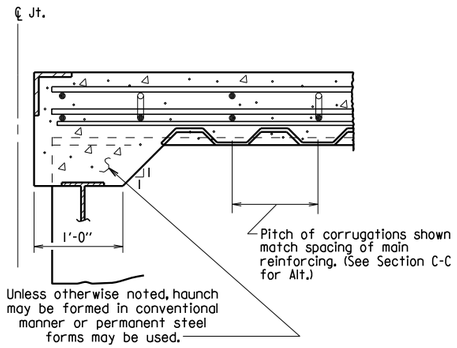


PART PLAN - SQUARE SPAN

3/8" = 1'-0"

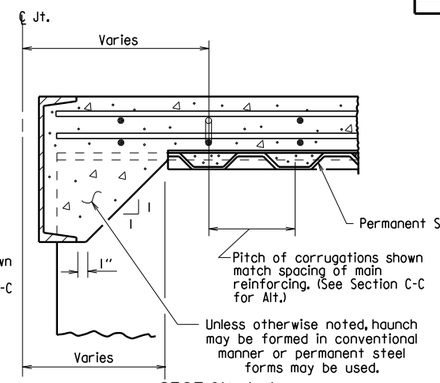
PART PLAN - SKEWED SPAN

3/8" = 1'-0"



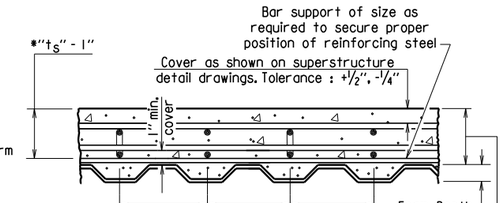
SECTION A-A

N.T.S.
(Angle at end of span)



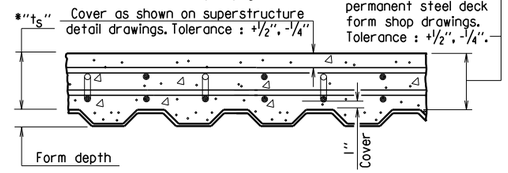
SECTION A-A

N.T.S.
(Channel at end of span)



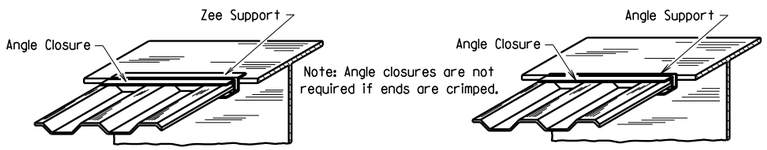
SECTION C-C

1" = 1'-0"



SECTION C-C - ALTERNATE

1" = 1'-0"
(Applicable when corrugations do not match spacing of main reinforcement)



SKETCH OF PERMISSIBLE SUPPORTS

N.T.S.

*t_s = slab thickness as shown on superstructure detail drawings.

GENERAL NOTES

Permanent steel deck forms may be used at the Contractor's option and shall be at no additional cost to the Department. Such use may result in changes to the dead load deflection of the girder. Any cost for adjustments due to a change in the dead load deflection will be borne by the Contractor. Payment for deck concrete and structural steel will not be increased due to use of permanent steel deck forms.

Permanent steel deck forms shall conform to Subsection 802.14(b). Detailed plans, including detailed calculations and manufacturer's technical brochure, shall be submitted to and approved by the Engineer before work of forming the bridge deck is started.

Welding of form supports to the tension flange of steel girders will be permitted only in areas where shear connectors are used. When welding is not allowed, the method of fastening Z or ∠ supports to the flange must be approved by the Engineer.

Form sheets shall be fastened to supporting members and to each other with galvanized metal screws sufficient in size and number to provide a secure attachment. Alternate methods of attachment must be approved by the Engineer.

When the pitch of form corrugations match the reinforcing spacing, transversely align form sheets across the bridge to maintain the correct orientation of continuous reinforcing bars in the corrugations.

Bar support rods, when used, shall be sized and spaced to adequately support the bottom reinforcing mat at the required position.

High chairs shall be sized to support the top mat of reinforcing at the proper position. High chairs shall be placed at locations shown on the detail drawings.

Specifications: Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction (2014 Edition), with applicable Supplemental Specifications and Special Provisions.

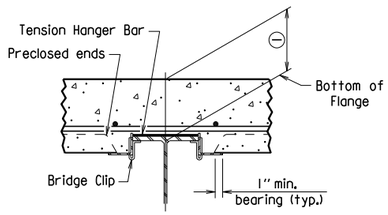
SECTION B-B

1" = 1'-0"
(Showing permissible support for tension flange where shear connectors are used, and for all compression flanges)

③ ⚠ Minimum weld: 1/8" x 1" @ 18". More weld may be required; maximum length per weld = 1 1/2" (typ.)

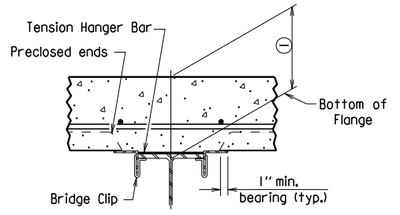
SECTION B-B

1" = 1'-0"
(Showing permissible support for tension flange where shear connectors are used and for all compression flanges)



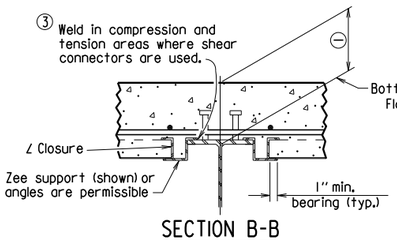
SECTION B-B

1" = 1'-0"
(Showing permissible support for tension flange where shear connectors are not used)



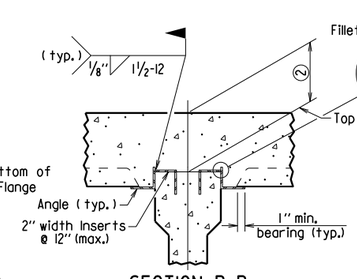
SECTION B-B

1" = 1'-0"
(Showing permissible support for tension flange where shear connectors are not used)



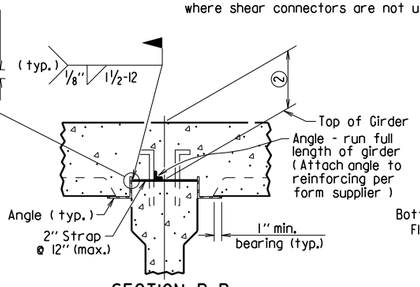
SECTION B-B

1" = 1'-0"
(Showing ∠ Closure)



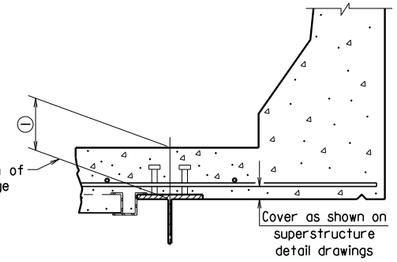
SECTION B-B (FOR CONCRETE GIRDERS)

1" = 1'-0"
(Showing support by Insert cast in girder)



SECTION B-B (FOR CONCRETE GIRDERS)

1" = 1'-0"
(Showing support by Strap)



SECTION D-D

1" = 1'-0"
Note: Only Bottom Reinforcing is shown.

① Distance from top of slab to bottom of top flange as measured at centerline girder and as shown on superstructure detail drawings. This dimension may vary within the following limits to maintain the grade and slab thickness tolerances : Minimum - occurs when either the top flange or the support angle leg contacts the bottom reinforcing steel; Maximum = t_S + 1 3/4" + flange thickness. See Section C-C for slab thickness tolerance between adjacent girder flanges.

② Distance from top of slab to top of girder as measured at centerline girder and as shown on superstructure detail drawings. This dimension may vary within the following limits to maintain the grade and slab thickness tolerances : Minimum - occurs when either the top of girder or the support angle leg contacts the bottom reinforcing steel; Maximum - value shown on the superstructure detail drawings when removable forms are used. See Section C-C for slab thickness tolerance between adjacent girder flanges.

⚠ Revised weld dimension by KWY, Ck'd. by BEF, 3/24/16.

STANDARD DETAILS FOR PERMANENT STEEL BRIDGE DECK FORMS FOR STEEL & CONCRETE GIRDER SPANS

ARKANSAS STATE HIGHWAY COMMISSION

LITTLE ROCK, ARK.

DRAWN BY:	KDH	DATE:	2-27-2014	FILENAME:	b55005.dgn
CHECKED BY:	BEF	DATE:	2-27-2014	SCALE:	NONE
DESIGNED BY:	STD.	DATE:	—		

DRAWING NO. 55005

Bid 26-21, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Thursday, January 22, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-21, Construction – Lake Fayetteville Bridge and Nature Trail

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 contractor shall be responsible for procuring the bridge for this project from a bridge manufacturer approved by the City. Approved manufacturers will be supplied to bidders via an addendum.

   b. Bidders may submit bridge manufacturers to the City for review and approval. **Requests for bridge manufacturer approval shall be submitted to the City for review before Friday, January 30th, 2026, at 5:00pm.** Bidders should reference the "Prefabricated Steel Truss Superstructure" specifications and note the requirements in Sections 1.3 and 1.4 for submitting information on potential bridge manufacturers.

   c. The bridge manufacturer shall employ *or retain* an engineer who is experienced in bridge design to be in responsible charge of all bridge engineering related tasks and design. This is a modification to Special Provision (SP) "Prefabricated Steel Truss Superstructure" section 1.4. The specification no longer requires the engineer be a direct employee of the manufacturer.

   d. The City shall be responsible for the removal of trees inside the ravine within the footprint of the bridge.

   e. Any necessary tree clearing shall occur during the inactive season of the Indiana Bat and Northern Long-Eared Bat. The inactive season spans from November 15th to March 15th.

   f. Veterans Park may be partially closed during the bridge delivery. The City does not intend to entirely close the park at any point during this project. The City will release a statement to notify the public of any closure. The contractor shall supply any signage necessary for the closure.

   g. The City of Fayetteville will remove the playground equipment from the site when necessary to allow for crane access during bridge installation. The playground area and equipment shall remain functional and open to the public as long as possible, and it's closure shall be coordinated with reasonable advance notice to the City before bridge footer installation. The City anticipates the bridge footer installation to begin approximately four (4) weeks prior to the bridge delivery.

h. The contractor shall install and maintain appropriate barriers and safety measures to prevent public access to the construction site and the adjacent ravine at all times, especially following the removal of the existing chain link fence along the ravine.

i. This project does *not* include any Disadvantaged Business Enterprise (DBE) requirements.

2. QUESTIONS:

a. With work happening so close to trees, What is the City's position if a tree dies?

- The City recognizes that some work will occur within tree drip lines and requires the contractor exercise the maximum amount of care when performing work in these areas. If a tree is severely damaged due to the contractors negligence, the contractor may be required to mitigate the damage in a method determined by the City's Urban Forester. This aligns with Chapter 167.05 – Tree Protection Measures and Construction from the City's Code of Ordinances. Examples of negligence include, but are not limited to, equipment traffic within protected root zones, cutting or severing major roots, stockpiling materials against tree trunks, improper excavation, and failure to install or maintain required tree protection measures.

b. Will the contractor be able to shut down the park road and access while setting the bridge?

- Yes, this will be permitted with advanced planning and coordination with the City.

c. The existing asphalt appears to be deteriorating and may not hold up to construction traffic. Will the contractor be responsible for replacing asphalt if damaged during construction?

- Per Note 5 of the General Notes on Plan Sheet 2: The contractor is responsible for damage to existing structures, pavements, and utilities. Any damage to these items by construction activities shall be repaired by the contractor at no cost to the City of Fayetteville.

d. Will the Notice to Proceed be withheld until after the bat restriction is lifted?

- The allowable window for tree clearing *closes* March 15th and doesn't reopen until November 15th. The City does not intend to withhold the Notice to Proceed until after the restriction is lifted again in November. The City recognizes the timing of the bid deadline and the subsequent contract approval by City Council will not leave adequate time for the contractor to complete the necessary tree clearing prior to the closure of the tree clearing window. For this reason, the City will be responsible for clearing the trees within the footprint of the bridge.

3. APPROVED BRIDGE MANUFACTURERS:

a. Pioneer Bridges

- Contact: Scott Dempsey – sdempsey@pioneerbridges.com

b. Bridge Brothers

- Contact: Stephen Simmons – ssimmons@bridgebrothersinc.com

4. ATTACHMENTS:

a. Attachment A: Pre-Bid Meeting Sign In Sheet

Attachment A: Pre-Bid Meeting Sign In Sheet

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 26-21

Description: CONSTRUCTION - LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 1/20/26 Time: 10:00am

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	KENNY FITCH	COF	SR PROC AGENT	575-8258	kfitch@
2	Trevel Young	CoF	Proc Agent	575-8289	tyoung@
3	Erin Metcalf	Milestone	PM	479-957-3195	emetcalf@msstonecc.com
4	Lance Norsworthy	"	Manager	479-225-0781	LNorsworthy@Msstonecc.com
5	Keir Taylor	Gail Excavation	Estimator	479-8	Keir@gailexcavation.com
6	Jon MORAN	Legacy Const. Mgmt	Business Developer	479-231-1000	jmoran@legacy-const.com
7	Daniel Bacior	Sawbridge Con.	owner	479-372-7329	Daniel@Sawbridgeconstruction.com
8	Ron Mobley	Mobley Contrcb.[illegible]	PM	501-977-6551	rfmjr@mobley contr@usinc.
9	Charlie Miller	Sweetser Constr.	Estimator	479-263-9909	Charlie@sweetserconstruction.com
10	Sean Reaves	Graybee Const	Owner	870-917-0038	Sean@grayleellc.com
11	Cody McCool	Hilger Cartwright	Director	479-841-6540	cody@hilgercartwright.com
12	Eric Hill	Fay-Ark Landsc	Pres./Mgr	479-400-2207	eric@fay-ark.com
13	Bob Smith	Origins Const	Estimating	479-427-3144	Bob.Smith@OriginsBuilds.com
14	BRICE JULIAN	CROSSLAND HEAVY	Estimator	479.350.1824	BJULIAN@HCAVY contractors.com
15	JOSHUA BARNETT	ELLINGSON CONTRACTING	ESTIMATOR	(936) 355-5852	joshua.b@ellingsoncontracting.com
16	Wade Evans	Crossland Construction	PM	620-202-2568	bids@crossland.com
17	Jim Dorr	Thomas Fence	Estimator	479-459-2001	jim@ThomasFenceAR.com
18	Robert Brown	Fence Guys	Commercial Mgr	479 257 3024	Robert@FenceGuys.com

Meeting Notes, Decision, Description of Handouts, etc:

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: _____

Description: _____

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: ____/____/____ Time: _____

	Name	Company	Title	Phone	Email (City staff e-mail includes "@fayetteville-ar.gov")
1	Trey Moore	Rip Gresham	PM	479-270-7533	trey@ripgresham.com
2	L.D. HARRIS	ORIGINS CONST	VP	479-879-4886	ldharris@originsbuilds.com
3	TED JACK	COF	PARK PLAN. SUPER.	479-444-3469	tjack@
4	ZACH FOSTER	COF	PARK PLANNER	479-444-3472	zfoster@
5	ETHAN BAKER	MICHAEL BAKER	PE		ethan.baker@mbakerintl.com
6	ALAN CASTER	MICHAEL BAKER	PE	479-326-6750	alan.caster@mbakerintl.com
7					
8					
9					
10					
11					
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15					
16					
17					
18					

Meeting Notes, Decision, Description of Handouts, etc:

Bid 26-21, Addendum 2

CITY OF FAYETTEVILLE ARKANSAS

Date: Monday, February 2, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-21, Construction – Lake Fayetteville Bridge and Nature Trail

---

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 will work with the contractor to clearly distinguish between permitted and protected areas within tree drip lines. Areas where equipment traffic is allowed will be identified in advance, and protected tree zones where equipment traffic is prohibited will be marked with tree preservation fencing.
2. QUESTIONS:
    a. The plans on page 4 call out the trail concrete to be Class S(AE) Fiber Reinforced while page 9 indicates that "All other Concrete shall be Class S". What class does the Trail need to be?
        - The trail concrete is not Class S(AE) per ARDOT specs. Though the strength requirements are similar, the concrete mix shown on plan sheet pg. 4 (copied from City of Fayetteville Standards) is quite different than ARDOT Class S(AE). It's best for the contractor to follow the details and notes on plan sheet 4 regarding the concrete for the concrete trail. The notes on page 9 regarding concrete only apply to the bridge.
    b. Does the superstructure need to be fiber reinforced?
        - No, use Class S(AE) concrete for the bridge deck as specified in Section 802 of the ARDOT Standard Specifications for Highway Construction. All other bridge related concrete (footings, stem walls, wingwalls, approach slabs) shall be Class S. Handrail post foundations shall be Class M. The concrete trail shall be constructed as indicated on plan sheet page 4.
3. APPROVED BRIDGE MANUFACTURER:
    a. Contech Engineered Solutions
        - Contact: Aaron Clauson – aaron.clauson@conteches.com
4. LINE ITEM MODIFICATIONS:
    a. 24) Approach Slab Concrete: This line item has been added with a quantity of 4.90 cubic yards.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 26-21, Addendum 3

CITY OF FAYETTEVILLE ARKANSAS

Date: Tuesday, February 10, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-21, Construction – Lake Fayetteville Bridge and Nature Trail

---

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 will coordinate the Notice of Award and Notice to Proceed dates with the awarded contractor to allow ample time for materials with long lead times to be delivered. Items with long lead times should be ordered early in the Notice of Award period to prevent any unnecessary delays.
    b. Any site repairs that are required due to damage caused by the contractor during construction shall be completed to the extent necessary to restore the site to its pre-construction condition.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 26-21 Addendum 3
Milestone Construction Company, LLC
Milestone Construction Company, LLC
Supplier Response

Event Information

Number: Bid 26-21 Addendum 3
Title: Construction - Lake Fayetteville Bridge and Nature Trail
Type: Invitation to Bid
Issue Date: 1/11/2026
Deadline: 2/10/2026 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms to install a bridge at Lake Fayetteville and construct an accessible nature trail. 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

Milestone Construction Company, LLC Information

Contact:	Kelli Gemmell
Address:	2002 S. 48th Street Suite A ste A Springdale, AR 72762
Phone:	(479) 751-3560 x207
Fax:	(479) 751-4841
Email:	kgemmell@mstonecc.com
Web Address:	mstonecc.com

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

Erin Metcalf
Signature

emetcalf@mstonecc.com
Email

Submitted at 2/10/2026 01:35:35 PM (CT)

Requested Attachments

Signature Forms for Bid 26-21 — Complete 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 26-21 — Bid Bond.pdf

Please attach a completed copy of your bid bond. To be considered complete, the bid bond must be signed by the bidder and the surety company.
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:

800044464

2 Arkansas Contractor License Number:

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

0156050426

3 System for Award Management (SAM.gov) Registration Number

JYM2MLDCEE6F7

4 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

5	**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
6	**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	Mobilization (Shall not exceed 5% of the total bid price, excluding Bonds and Insurance and Trench and Excavation Safety)	Quantity: 1	UOM: LS	Price:	$9,180.00	Total: $9,180.00
2	Bonds and Insurance	Quantity: 1	UOM: LS	Price:	$9,923.23	Total: $9,923.23
3	Trench and Excavation Safety	Quantity: 1	UOM: LS	Price:	$1,113.50	Total: $1,113.50
4	Erosion Control	Quantity: 1	UOM: LS	Price:	$3,602.50	Total: $3,602.50
5	Tree Protection and Construction Fencing (Snow Fencing)	Quantity: 1300	UOM: LF	Price:	$8.12	Total: $10,556.00
6	Construction Fencing (6' Chain Link Fencing)	Quantity: 200	UOM: LF	Price:	$9.83	Total: $1,966.00
7	Clearing, Grubbing, and Demolition	Quantity: 1	UOM: LS	Price:	$9,084.20	Total: $9,084.20
8	Compacted Embankment	Quantity: 9	UOM: CU YD	Price:	$145.74	Total: $1,311.66
9	Unclassified Excavation	Quantity: 23	UOM: CU YD	Price:	$129.04	Total: $2,967.92
10	Aggregate Base Course (Class 7)	Quantity: 9	UOM: CU YD	Price:	$149.34	Total: $1,344.06

11	Geotextile Fabric (Type 9)					
	Quantity: 119	UOM: SQ YD	Price:	$8.19	Total:	$974.61
12	Concrete Walks					
	Quantity: 64	UOM: SQ YD	Price:	$75.33	Total:	$4,821.12
13	Hand Railing					
	Quantity: 60	UOM: LF	Price:	$81.68	Total:	$4,900.80
14	Roadway Construction Control					
	Quantity: 1	UOM: LS	Price:	$3,275.00	Total:	$3,275.00
15	Crushed Limestone Trail					
	Quantity: 119	UOM: SQ YD	Price:	$59.11	Total:	$7,034.09
16	Bridge Construction Control					
	Quantity: 1	UOM: LS	Price:	$3,275.00	Total:	$3,275.00
17	Unclassified Excavation for Structures- BRIDGE					
	Quantity: 70	UOM: CU YD	Price:	$38.97	Total:	$2,727.90
18	Class S Concrete- BRIDGE					
	Quantity: 26	UOM: CU YD	Price:	$679.69	Total:	$17,671.94
19	Reinforcing Steel- BRIDGE (Grade 60)					
	Quantity: 2220	UOM: Pound	Price:	$3.22	Total:	$7,148.40
20	Silicone Joint Sealant					
	Quantity: 20	UOM: LF	Price:	$13.10	Total:	$262.00
21	Prefabricated Steel Truss Superstructure					
	Quantity: 1	UOM: LS	Price:	$145,779.04	Total:	$145,779.04
22	Seeding					
	Quantity: 1	UOM: Acre	Price:	$17,965.41	Total:	$17,965.41
23	Solid Sodding					
	Quantity: 80	UOM: SQ YD	Price:	$31.93	Total:	$2,554.40
24	Approach Slab Concrete					
	Quantity: 4.9	UOM: CY	Price:	$559.00	Total:	$2,739.10

Response Total: $272,177.88

CITY OF
FAYETTEVILLE
ARKANSAS

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.

[X] **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 Procurement Division.

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

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

[X] 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 Procurement 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.

[X] **Additional Information Requested**:

- AR Secretary of State Filing #: 800044404 OR submit electronically.
- Arkansas Contractor License #: 0156050420 OR submit electronically.
- SAM Unique Entity Identifier #: JYM2MLDCE6F7 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 02
BID FORM

Bid Number: 26-21, Construction – Lake Fayetteville Bridge and Nature Trail

BID TO:

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

BID FROM:

Bidder: Milestone Construction Company LLC
2002 S. 48th Street
Springdale, AR 72762

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 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:

Number	Date
#001	1/22/26
#002	2/2/26
#003	2/10/26

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

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

C. 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 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.

E. 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.

F. Bidder has given 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 Purchasing Division is acceptable to Bidder.

G. 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.

H. 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.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $_____5%_____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 – CONTRACT TIMES

4.01 Bidder 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 $__400.00__ for each consecutive calendar day thereafter will be assessed.

4.02 Determination of Contract Time

A. General

The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract and will be known as the "Contract Time". The contract time will be specified as calendar days.

The Contractor shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

The Park Planning Superintendent will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the Contractor shall complete this work in a timely manner or the Park Planning will resume time charges.

B. Calendar Day

Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events, on a monthly basis, are:

Month	Days
January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

4.03 No changes in contract times will be allowed for any reason without a request in writing from the contractor. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the contractor's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted to the Park Planning Superintendent every week on Friday to be considered. No compensation will be made for monetary damages due to weather delay(s).

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on February 10, 20 26.

Arkansas State Contractor License No. 0156050426

Date of Application for Licensure (if approval is pending) _____

SAM.gov Registration Number UEI# JYM2MLDCE6F7

If Bidder is:

AN INDIVIDUAL

Name (type or printed): _____

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

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A PARTNERSHIP

Partnership Name: _____(SEAL)

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

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A CORPORATION

Corporation Name: Milestone Construction Company, LLC (SEAL)

State of Incorporation: Arkansas

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

By: Sam R. Hollis
(Signature – attach evidence of authority to sign)

Name (type or printed): Sam Hollis

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: 2002 S. 48th Street
Springdale, AR 72762

Phone No.: 479-751-3560 FAX No.: 479-751-4844

Tax ID No.: 14-1916029 UEI No.: JYM2MLDCE6P7

END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

SECTION 03
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:

BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition	Gall Excavation	15%
Mechanical		
Plumbing		
Electrical		
Roofing/Sheet Metal		
Other (designate)		

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

Sam R. Hollis
Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-21, CONSTRUCTION – LAKE FAYETTEVILLE BRIDGE AND NATURE TRAIL

SECTION 04
CONTRACTOR REFERENCES

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: Milestone Construction Company LLC

NUMBER OF YEARS IN BUSINESS: 21+ HOW LONG IN PRESENT LOCATION: 21

TOTAL NUMBER OF CURRENT EMPLOYEES: 70 FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Legacy Bank
COMPANY NAME

Springdale, AR 72762
CITY, STATE, ZIP

Matthew Gill
CONTACT PERSON

479-717-1927
TELEPHONE

Several Legacy Banks & Renovations
DATE COMPLETED

Matthew.gill@legacyar.com
E-MAIL ADDRESS

2. Mana
COMPANY NAME

Fayetteville, AR 72703
CITY, STATE, ZIP

Jason Wilson
CONTACT PERSON

479-841-0620
TELEPHONE

Several Renovations
DATE COMPLETED

Jason.wilson@mana.md
E-MAIL ADDRESS

3. City of Bentonville Parks & Rec
COMPANY NAME

Bentonville, AR
CITY, STATE, ZIP

Wade Tomlinson
CONTACT PERSON

479-271-3392
TELEPHONE

Several Parks & Park Renovation
DATE COMPLETED

Wtomlinson@bentonvillear.com
E-MAIL ADDRESS

4. Benton Co. Admin
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

Bryan Beeson
CONTACT PERSON

479-271-1096
TELEPHONE

October 2024
DATE COMPLETED

Bryan.Beeson@bentoncoar.com
E-MAIL ADDRESS

License No. 0156050426

ID #19266

State of Arkansas

Commercial Contractors Licensing Board

MILESTONE CONSTRUCTION COMPANY, LLC
2002 S 48TH ST
SPRINGDALE, AR 72762

This is to Certify That MILESTONE CONSTRUCTION COMPANY, LLC

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from May 16, 2025 **until** April 30, 2026 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

May 16, 2025 - dsa

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

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
Sterling Seacrest Pritchard, Inc.
9900 Maumelle Blvd
Suite B
North Little Rock AR 72113
License#: 70726

CONTACT NAME: Grant Huddleston
PHONE (A/C, No, Ext): 501-251-1965 **FAX (A/C, No):**
E-MAIL ADDRESS: ghuddleston@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Insurance Co	23396
INSURER B : Atlantic Specialty Insurance Co	27154
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Milestone Construction Co., LLC
2002 South 48th Street
Springdale AR 72762
MILECON-02

COVERAGES **CERTIFICATE NUMBER:** 13654918 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Blkt Contractual X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP20262172202	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20262142202	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	CU20336522002	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC20262352102	12/1/2025	12/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Blanket Builders Risk			790021010-0009	12/1/2025	12/1/2026	Limit Per Jobsite Deductible Wind/Hail Deductible	$10,000,000 $2,500 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Builders Risk Sub Limits - $1,500,000 Frame Construction / $5,500,000 Joisted Masonry Construction.
The following applies when required in a written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability and Umbrella. Waiver of subrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation.

CERTIFICATE HOLDER

***For Bidding Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Will H Shuff

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Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed Please review our NAME AVAILABILITY GUIDELINES HERE prior to searching for a new entity name.

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	MILESTONE CONSTRUCTION COMPANY, LLC
Fictitious Names	
Filing #	800044464
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	SAM R. HOLLIS
Agent Address	2002 S. 48TH ST. SPRINGDALE, AR 72762
Date Filed	10/20/2004
Officers	SEE FILE, Incorporator/Organizer GINA R. MORAN , Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

Purchase a Certificate of Good Standing for this Entity

Pay Franchise Tax for this corporation

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

City of Fayetteville, Arkansas

BOND AMOUNT: $ Five Percent of Bid Amount----(5%)

PROJECT:
(Name, location or address, and Project number, if any)

Lake Fayetteville Bridge and Nature Trail

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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Signed and sealed this 10th day of February , 2026

(Witness)	Milestone Construction Company, LLC (Contractor as Principal) (Seal) (Title) PRESIDENT
(Witness) Jill Griffin	Travelers Casualty and Surety Company of America (Surety) (Seal) (Title) William H. Griffin, Attorney-in-Fact

Init.

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William H Griffin** of **NORTH LITTLE ROCK** , **Arkansas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **February** , **2026** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-865

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

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

FROM: Alan Pugh, Stormwater Manager

SUBJECT: **Approval of a contract amendment #6 with Hawkins Weir Engineers, Inc. in the amount of $123,300 for additional construction phase services associated with the Sunbridge and College Phase I Drainage Improvements**

RECOMMENDATION:
Staff recommend approval of a contract amendment #6 with Hawkins Weir Engineers, Inc. in the amount of $123,300 for additional construction phase services associated with the Sunbridge and College Phase I Drainage Improvements

BACKGROUND:
This project has been identified as one of the projects to be funded by the 2019 Drainage Bond Program. Hawkins Weir was selected for this project by RFQ 19-01 selection #15 with the original contract being approved through resolution 211-19. That contract included conceptual drainage work to determine the impacts of proposed detention basins and the original proposed routing. Subsequently the contract was amended to include an investigation of alternative storm drain routing, additional design services to include deductive alternates prior to bidding the project and construction phase services.

DISCUSSION:
Hawkins-Weir Engineers Inc has provided a proposed scope and an additional fee/reimbursables in the amount of $123,300 to complete additional construction phase services. The proposed contract amendment includes construction phase services as noted on the attached scope of work but generally includes site visits, construction observation responding to contractor requests, issuance of necessary change orders, etc… This also includes construction staking for the services previously provided within the contractor bid.

The City has recently taken steps to bring in additional forces to complete items such as the installation of curb and gutter, driveways, sidewalk, driveways, paving, topsoil and sod to complete the project. The completion schedule provided by the current contractor was not acceptable given the disruption to the neighborhood to date as it was projected to be several months beyond the required completion date. This created the need for additional construction staking to aid City forces and other contractors to complete portions of the work. The contract will be paid based on hourly rates for work completed, up to the total contract amount.

BUDGET/STAFF IMPACT:
The design for this project will be paid for with the funds from the 2019 Drainage Bond Project

ATTACHMENTS: 3. Staff Review Form, 4. 2019070 Amendment No. 6 - Mar 2026

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

File #: 2026-865

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE AMOUNT OF $123,300.00 FOR CONSTRUCTION OBSERVATION SERVICES ASSOCIATED WITH THE PROJECT TO ALLEVIATE FLOODING NEAR THE NORTH COLLEGE AVENUE AND EAST SUNBRIDGE DRIVE INTERSECTION

WHEREAS, on September 17, 2019, the City Council passed Resolution 211-19 to authorize Mayor Jordan to sign a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for conceptual drainage design services to alleviate the flooding at the intersection of North College Avenue and East Sunbridge Drive; and

WHEREAS, Amendment No. 6 provides for additional construction phase services.

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 No. 6 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount of $123,300.00 for additional construction phase services associated with the Sunbridge and College Phase I Drainage Improvements.

City of Fayetteville Staff Review Form

2026-865

Item ID

4/7/2026

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

Chris Brown	3/13/2026	STORMWATER MANAGEMENT (740)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a contract amendment #6 with Hawkins Weir Engineers, Inc. in the amount of $123,300 for additional construction phase services associated with the Sunbridge and College Phase I Drainage Improvements.

Budget Impact:

4704.860.7415-5860.02	Sales Tax Capital
Account Number	Fund
46040.7415.1000	Sunbridge and College Phase I
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	3,351,584.00
		Expenses (Actual+Encum)	$	2,809,182.30
		Available Budget	$	**542,401.70**
Does item have a direct cost?	Yes	Item Cost	$	123,300.00
Is a Budget Amendment attached?	No	Budget Amendment		
		Remaining Budget	$	**419,101.70**

Purchase Order Number:

Previous Ordinance or Resolution # 204-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AMENDMENT NO. 6

TO THE

AGREEMENT For PROFESSIONAL ENGINEERING SERVICES

BETWEEN

CITY OF FAYETTEVILLE, ARKANSAS

AND

HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Sunbridge/College, Phase 1 Drainage Project (HW Project No. 2019070),** dated September 17, 2019, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 6.

SECTION 1 – SCOPE OF SERVICES

1.1 The City of Fayetteville Engineering Department has directed the Engineer to amend services included in the AGREEMENT for the PROJECT. These amended services include the additional services necessary to complete Construction Phase Services (Task 5). Detailed services included in AMENDMENT NO. 6 are included in the attached Appendix A, Scope of Services.

SECTION 2 – TIME OF SERVICE

2.1 The additional scope of services defined as Task 5 above will be completed within 210 calendar days added to the 1,490 calendar days provided in the AGREEMENT and previous AMENDMENT Nos. 1, 2, 3, 4, AND 5.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed One Hundred Twenty-Three Thousand Three Hundred and 00/100 Dollars ($123,300.00) without written

approval of Owner. These additional services adjust the Agreement's not to exceed fee to $752,740.00 and the not to exceed reimbursable expenses to $24,300.00, for a total contract amount of **$777,040.00**.

Attachments: Appendix A, Scope of Services dated March 4, 2026
Appendix B, Fee Proposal Breakdown dated March 2026

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Honorable Molly Rawn, Mayor

Date:_____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

By: J. Kyle Salyer
J. Kyle Salyer, P.E., P.S.
Vice President

Date: 03/04/2026

Appendix A
Amendment No. 6 Scope of Services
Sunbridge Drive and College Avenue
Drainage Improvements
City of Fayetteville, Arkansas
HWEI Project No. 2019070
March 4, 2026

Hawkins-Weir Engineers, Inc. (HW) proposes to provide the following additional services necessary to complete the Construction Phase Services.

Task Description:

Task 5 – Construction Phase Services (Items 1 through 10 were Included in Amendment Nos. 3 and 5)

1. Conduct a Pre-Construction Conference with the Owner and Contractor
2. Conduct a field survey to establish control monumentation
3. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, testing results, field orders, and change orders as directed by the Owner
4. Provide a weekly project site visit during the construction of the public utilities, street, and drainage improvements (based on 1 hour per week and a construction period of 52 weeks)
5. Assist the Owner with preparation of monthly pay requests (based on 12-month construction period)
6. Coordinate and conduct a final inspection with the Owner and the Contractor, and prepare a punch list of deficient construction items for the Contractor to address
7. Conduct as-built surveys of the completed water and sanitary sewer improvements
8. Conduct as-built surveys of the completed drainage improvements
9. Prepare Record Drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives
10. Provide part-time construction observation of the construction activities (based on 360 days contract time)

11. **Provide part-time construction observation of the construction activities (based on an additional 210 days contract time, 90 under current project including previously accepted change orders, 120 days to complete new work)**

12. **Provide construction staking for roadway improvements (based on an initial staking over five (5) days which can be split up as requested by the Contractor and an additional two (2) days to reset any stakes damaged during construction, any additional re-staking due to damage not included).**

Appendix B
Amendment No. 6 Fee Proposal
Sunbridge Drive and College Avenue
Drainage Improvements
City of Fayetteville, Arkansas
HWEI Project No. 2019070
March 2026

Task 5 - Construction Phase Services

	Engr VII	Engr V	Tech IV	Tech I	Insp II	Surveyor	GPS Survey
1. Conduct Pre-Construction Conference with the Owner and Contractor							
2. Conduct a field survey to establish control monumentation							
3. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, field orders, and change orders as directed by the Owner							
4. Provide a weekly project site visit during construction of the improvements (1)							
5. Assists the Owner with preparation of Monthly Pay Requests							
6. Coordinate and conduct a final inspection with the Owner and Contractor, and prepare a punch list of deficient construction items for the Contractor to address							
7. Conduct as-built surveys of completed water and sanitary sewer improvements							
8. Conduct as-built surveys of completed drainage improvements							
9. Prepare record Drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives							
10. Provide part-time construction observation of the construction activities (based on 360 days)							
TOTAL HOURS =	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Task 5, Items 1 through 10 Were Included in Amendment No. 3 and No. 5

Task Subtotal

Task 5 - Construction Phase Services

	Engr VII	Engr V	Tech IV	Tech I	Insp II	Surveyor	GPS Survey
11. Provide part-time construction observation of the construction activities (1,2)		180			600		
12. Provide Construction Staking (3)						16	56
TOTAL HOURS =	**0**	**180**	**0**	**0**	**600**	**16**	**56**

Task Subtotal **$123,300**

(1) Based on an additional 210-calendar day Contract Time. Based on 6-hours per week through the substantial completion date for Eng. V.

(2) Based on an additional 210-calendar day Contract Time. Construction Part-Time Inspection is based on 20-hours per week through the 210 days.

(3) Based on an initial staking over five (5) days which can be split up as requested by the Contractor and an additional two (2) days to reset any stakes damaged during construction, any additional re-staking due to damage not included.

Engineering Services Summary

Task 5 Construction Phase Services (Items 11 and 12)	$123,300
Total Amendment No. 6 Fee - Not to Exceed	**$123,300**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-994

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Amendment No. 2 to the Professional Services Agreement with 120 Water, Inc. for Water Service Line Inventory Compliance**

RECOMMENDATION:
Staff recommends approval of Amendment No. 2 to the Professional Services Agreement with 120 Water, Inc. for additional services related to water service line inventory compliance in the amount of $84,500.00 for one year.

BACKGROUND:
EPA revised the Lead and Copper Rule in 2021. This rule is known as the Lead and Copper Rule Revisions (LCRR). It improves the protection of children and communities from lead exposure by sampling schools and daycare facilities, removing lead service lines, and empowering communities through public education. The LCRR established a compliance deadline of October 16, 2024, for water systems to complete their initial service line inventories, which Fayetteville completed successfully. EPA announced on December 16, 2021, that they will begin developing a new regulation, the Lead and Copper Rule Improvements (LCRI), to strengthen key elements of the LCRR. These new requirements revolve around additional sampling in key areas of the water system with deadlines beginning in 2027.

Resolution 114-24 approved a contract with 120Water for LCRR Inventory compliance assistance using a cloud-based database and web map which must be kept available online for the public to view if desired. Resolution 222-24 approved Amendment No. 1 associated with required mailing and notification services related to this inventory.

DISCUSSION:
Amendment No. 2 will provide funds for continuing support of the web-based inventory map and will be expanded to provide sampling assistance on an as-needed basis to supplement city staff efforts.

The existing service contract is based on annual fees and this amendment will similarly be an annual fee comprised of base fees for the software service, inventory management, sampling management, and a per-sample fee for the compliance sampling. The fee for Amendment No. 2 is $84,500.00 for a term starting 4/2/26 through 4/1/27.

BUDGET/STAFF IMPACT:
Funds are available in the Water System Rehabilitation/Replacement account.

ATTACHMENTS: 3. Staff Review Form, 4. Amendment No. 2

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

File #: 2026-994

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH 120 WATER, INC. IN AN AMOUNT NOT TO EXCEED $84,500.00 FOR ADDITIONAL SERVICES RELATED TO WATER SERVICE LINE INVENTORY COMPLIANCE

WHEREAS, on April 2, 2024, City Council passed Resolution No. 114-24 approving a Professional Services Agreement with 120 Water, Inc. for water service line inventory compliance services; and

WHEREAS, on September 3, 2024, City Council passed Resolution 222-24 approving Amendment No. 1 for mailing and notification services related to the inventory; and

WHEREAS, Amendment No. 2 will provide funds for continuing support of the web-based inventory map and sampling assistance on an as-needed basis to supplement city staff efforts.

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 No. 2 to the professional services agreement with 120 Water, Inc. in an amount not to exceed of $84,500.00 for additional services related to water service line inventory compliance.

City of Fayetteville Staff Review Form

2026-994

Item ID

4/7/2026

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

Tim Nyander	3/17/2026	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 2 to the Professional Services Agreement with 120 Water, Inc. for additional services related to water service line inventory compliance and sampling services in the amount of $84,500.00 for one year.

Budget Impact:

5400.720.5600-5314.00	Water & Sewer
Account Number	Fund
12009.1	Water System Rehabilitation/Replacement
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	7,898,619.00
		Expenses (Actual+Encum)	$	3,663,566.73
		Available Budget	$	**4,235,052.27**
Does item have a direct cost?	Yes	Item Cost	$	84,500.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**4,150,552.27**

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 114-24, 222-24

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

AMENDMENT NO. 2
TO THE AGREEMENT FOR PROFESSIONAL SERVICES
between
120 WATER, INC.
and
CITY OF FAYETTEVILLE, ARKANSAS

This Second Amendment (In accordance with the AGREEMENT for Professional Services passed and approved on April 2, 2024, between the CITY OF FAYETTEVILLE (hereinafter called CITY) and 120 WATER, INC. (hereinafter called 120Water), CITY hereby authorizes 120Water to proceed with the following services:

Section I - Project Description

Under the AGREEMENT, the CITY retained 120Water to provide water service line inventory compliance services. The Project included LCRR Inventory compliance assistance including support for inventory building, verification, database management, sampling and communications to maintain compliance with state and federal guidelines related to LCRR/I. It has since been determined that additional sampling services are required by the request of the CITY.

Section II - Scope

120Water shall continue to provide assistance in Inventory Building utilizing the procedures identified in the original Scope of the AGREEMENT. 120Water shall additionally make available and provide support for the management of LCR Facilities (Schools & Daycares) Sampling Programs.

Section III - Time of Service

120Water will proceed with providing the renewal services set forth herein on 04/02/2026 for one year through 04/01/2027.

Section IV - Compensation

CITY shall compensate 120Water for providing these services a total annual sum not-to exceed $84,500, as provided in the Compensation Table, EXHIBIT A, herein provided.

In consideration of the mutual covenants and Agreements herein contained, the CITY and 120Water stipulate and agree that the Agreement for Professional Services dated April 2, 2024, is hereby amended as described in Exhibit A, attached hereto and made part of this agreement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this day of ,20_.

AUTHORIZED BY:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Name: ___Molly Rawn_____

Title: ___Mayor_____

Date: _____

ACCEPTED BY:
120 WATER, INC.

By: Craig Herman

Name: _____Craig Herman_____

Title: _____Chief Revenue Officer_____

Date: __02/27/2026_____

END OF AMENDMENT

EXHIBIT A – COMPENSATION

Pricing Terms for Invoicing: Platform and Services fees ($64,500) will be billed on April 2, 2026 and will be due net 30 days from the Invoice Date. Sampling kits and analysis will be billed monthly, in arrears based on actuals according to unit pricing provided herein.

Original Annual Contract Value: $55,000

Amendment Annual Value: $64,500

Not-to-Exceed Total Annual Cost: $84,500

Contract Dates: 04/02/2026 - 04/01/2027

Products & Services	Quantity	Unit Price	Annual Price
PWS Platform PWS application with Inventory, Program & Event Management & Workflows	1	$38,500	$38,500.00
LCRR/I Managed Service LCRR/I Coaching & guidance through Inventory Building, Verification, on-going Management, Sampling and Communication. Our team will provide assistance in Inventory Building through the normalization of CSV & Excel data exports to create a concise list of service locations and the asset records to coincide. Material Classifications are the responsibility of the water system but we will work together to identify best practices for identifying those materials.	1	$20,000	$16,000.00 after $4,000 discount
Facilities Sampling Managed Services End-to-end LCR Compliance and Facilities Sampling program management with support for centralized data management, sample kit and lab coordination, and consumer communication strategy.	1	$10,000	$10,000.00
Total invoiced annually			$64,500.00/year
2-250 Childcare Facilities Kits Water testing kit with 2 - 250ml kits for Childcare Facilities sampling. Kit pricing includes EPA	TBD	$35.60/ea	TBD

approved bottles, shipping fees, return postage, pre-printed instructions and additional inbound/outbound comms up to 5 touchpoints.			
5-250 School Facilities Kits Water testing kit with 5 - 250ml kits for School Facilities sampling. Kit pricing includes EPA approved bottles, shipping fees, return postage, pre-printed instructions and additional inbound/outbound comms up to 5 touchpoints.	TBD	$42.22/ea	TBD
1 Bottle Lead & Copper Test Lead & Copper analytes testing for 1 bottle via 120Water preferred lab	TBD	$42.86/ea	TBD
Contingency Not-to-Exceed budget for consumables, invoiced monthly in arrears based on actuals			$20,000.00/year

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-996

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Bid 26-24 NEC, Inc. - Concrete Construction (Secondary Supplier)**

RECOMMENDATION:
Staff recommends awarding Bid 26-24 and approving purchases from NEC, Inc. as needed for Concrete Construction (Secondary Supplier) in 2026.

BACKGROUND:
On Tuesday, March 3, 2026 sealed bids were opened for Concrete Construction, Secondary Supplier. This contractor would be used in the event that the primary concrete contractor is not available.

The bids were as follows:

NEC, Inc.	$67,200
Alexander Concrete	$82,200
Grasshopper Construction	$12,554,300

DISCUSSION:
This concrete construction bid would be available for City-wide use, so any applicable departments would request purchase orders referencing this bid if this construction work is needed within their department. This contract will be active until the end of 2026.

BUDGET/STAFF IMPACT:
This bid is available for City-wide use and each department would request purchase orders from their departmental budget.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-24, Bid Tab - Final, 5. Bid 26-24, Submittal - NEC, Inc - E

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

File #: 2026-996

A RESOLUTION TO AWARD BID 26-24 AND APPROVE THE PURCHASE OF CONCRETE CONSTRUCTION FROM NEC, INC. AS A SECONDARY SUPPLIER ON AN AS NEEDED BASIS WITHIN THE APPROVED BUDGET

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 26-24 and authorizes the purchase of concrete construction from NEC, Inc. as a secondary supplier on an as needed basis within the approved budget.

City of Fayetteville Staff Review Form

2026-996

Item ID

4/7/2026

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

Tim Nyander	3/17/2026	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends awarding Bid 26-24 and approving a contract with NEC, Inc. in the amount of $67,200.00 for Concrete Construction (Secondary Supplier) in 2026.

Budget Impact:

City-wide	City-wide
Account Number	Fund
City-wide	City-wide
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-24, Construction - Concrete (Secondary Supplier)

DEADLINE: Tuesday, March 3, 2026 at 2:00 PM

				NEC, Inc		Alexander Concrete LLC		Grasshopper Construction Inc	
		Total		$67,200.00		$82,200.00		$12,554,300.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	4” Flatwork - Turn Key	500	SF	**$15.00**	$7,500.00	$21.50	$10,750.00	$6,666.00	$3,333,000.00
2	4” Flatwork - City Haul Off and Base Delivery	500	SF	**$13.50**	$6,750.00	$17.50	$8,750.00	$3,333.00	$1,666,500.00
3	6” Flatwork - Turn Key	500	SF	**$16.50**	$8,250.00	$28.50	$14,250.00	$6,666.00	$3,333,000.00
4	6” Flatwork - City Haul Off and Base Delivery	500	SF	**$15.00**	$7,500.00	$23.50	$11,750.00	$3,333.00	$1,666,500.00
5	Curb and Gutter Construction Type A - Turnkey	100	LF	**$65.00**	$6,500.00	$65.50	$6,550.00	$7,777.00	$777,700.00
6	Curb and Gutter Construction Type A - City Haul Off and Base Delivery	100	LF	$59.00	$5,900.00	**$55.50**	$5,550.00	$2,222.00	$222,200.00
7	Curb and Gutter Construction Type D - Turnkey	100	LF	**$65.00**	$6,500.00	**$65.00**	$6,500.00	$4,444.00	$444,400.00
8	Curb and Gutter Construction Type D - City Haul Off and Base Delivery	100	LF	**$59.00**	$5,900.00	$60.00	$6,000.00	$2,222.00	$222,200.00
9	Curb and Gutter Construction Modified - Turnkey	100	LF	**$65.00**	$6,500.00	$65.50	$6,550.00	$5,555.00	$555,500.00
10	Curb and Gutter Construction Modified - City Haul Off and Base Delivery	100	LF	$59.00	$5,900.00	**$55.50**	$5,550.00	$3,333.00	$333,300.00

***** 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 26-24 Addendum 1

NEC, Inc

N.E.C., Inc.

Supplier Response

Event Information

Number:	Bid 26-24 Addendum 1
Title:	Construction - Concrete (Secondary Supplier)
Type:	Invitation to Bid
Issue Date:	2/8/2026
Deadline:	3/3/2026 02:00 PM (CT)
Notes:	The City of Fayetteville is accepting sealed bids from construction companies to provide concrete construction services as a secondary supplier on an as needed basis through 2026. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

Contact Information

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

NEC, Inc Information

Contact: Kasie Jones
Address: 2425 S 5th Pl
Rogers, AR 72758
Phone: (479) 621-6324
Fax: (479) 621-6328
Email: kjones@nec-contractors.com

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

Michael Necessary
Signature

mjnecessary@nec-contractors.com
Email

Submitted at 2/27/2026 11:20:59 AM (CT)

Bid Attributes

1	**Name of Firm** N.E.C., Inc.
2	**D/B/A or Corporation Name** N.E.C., Inc.
3	**Tax ID Number** 90-0160483
4	**Contact Phone Number and Email Address** 479.721.2473 mjnecessary@nec-contractors.com
5	**Submitter's Name & Title** Michael Necessary, Corp. Secretary
6	**Conflict of Interest** Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. None
7	**If a conflict exists, please explain** *No response*
8	**Arkansas Secretary of State Filing Number:** *No response*
9	**Arkansas Contractor License Number:** *No response*

10	**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 ☐ No

11	**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 ☐ No

12	**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	4” Flatwork - Turn Key	Quantity: 500	UOM: SF	Price: $15.00	Total:	$7,500.00
2	4” Flatwork - City Haul Off and Base Delivery	Quantity: 500	UOM: SF	Price: $13.50	Total:	$6,750.00
3	6” Flatwork - Turn Key	Quantity: 500	UOM: SF	Price: $16.50	Total:	$8,250.00
4	6” Flatwork - City Haul Off and Base Delivery	Quantity: 500	UOM: SF	Price: $15.00	Total:	$7,500.00
5	Curb and Gutter Construction Type A - Turnkey	Quantity: 100	UOM: LF	Price: $65.00	Total:	$6,500.00
6	Curb and Gutter Construction Type A - City Haul Off and Base Delivery	Quantity: 100	UOM: LF	Price: $59.00	Total:	$5,900.00
7	Curb and Gutter Construction Type D - Turnkey	Quantity: 100	UOM: LF	Price: $65.00	Total:	$6,500.00
8	Curb and Gutter Construction Type D - City Haul Off and Base Delivery	Quantity: 100	UOM: LF	Price: $59.00	Total:	$5,900.00

9	Curb and Gutter Construction Modified - Turnkey					
	Quantity: 100	UOM: LF	Price:	$65.00	Total:	$6,500.00
10	Curb and Gutter Construction Modified - City Haul Off and Base Delivery					
	Quantity: 100	UOM: LF	Price:	$59.00	Total:	$5,900.00

Response Total: $67,200.00

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-997

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **McClelland Consulting Engineers, Inc. - Professional Engineering Services Agreement for Utility Relocations Required by ARDOT Project 012366 (612-E and HWY 264 Vicinity)**

RECOMMENDATION:
Staff recommends approval of an engineering services agreement with McClelland Consulting Engineers, Inc, pursuant to RFQ 25-01, Selection #17, for professional services associated with ARDOT Project 012366 Utility Relocations in the vicinity of Highway-264 and future Interstate-612 in an amount not to exceed $634,940.00, and approval of a budget amendment.

BACKGROUND:
The Arkansas Department of Transportation (ARDOT) has notified the City of Fayetteville to relocate water infrastructure in the vicinity of the Highway-264 and Primrose Lane intersection in Springdale, AR. ARDOT is planning a new section of Interstate-612 (also called the Springdale Bypass) to connect to Highway-412 near Beaver Lake.

After receiving this notification, a formal selection committee was held on November 6, 2025, at which McClelland Consulting Engineers was selected for contract negotiations (RFQ 25-01, Selection 17).

DISCUSSION:
The project scope includes relocation of approximately 1,800 linear feet of 36-inch and 1,800 linear feet of 42-inch water transmission line. Due to necessary realignments, it is estimated the total length of the replacement will be up to 8,000 linear feet.

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

BUDGET/STAFF IMPACT:
The proposed contract is hourly in the maximum not-to-exceed amount of $634,940.00. A budget amendment is attached to transfer funds from the Water System Rehabilitation account to the Water & Sewer Relocations account.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Agreement, 6. ARDOT 012366 Authorization to Use Consultant

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

File #: 2026-997

A RESOLUTION TO AWARD RFQ #25-01, SELECTION 17, AND AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED $634,940.00 FOR SERVICES ASSOCIATED WITH UTILITY RELOCATIONS REQUIRED BY ARDOT, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, the Arkansas Department of Transportation (ARDOT) has notified the City of Fayetteville that we must relocate water infrastructure in the vicinity of the Highway-264 and Primrose Lane intersection in Springdale because ARDOT is planning a new section of Interstate 612 (also called the Springdale Bypass) to connect to Highway-412 near Beaver Lake; and

WHEREAS, the project scope includes relocation of approximately 1,800 linear feet of 36-inch and 1,800 linear feet of 42-inch water transmission line but, due to necessary realignments, it is estimated the total length of the replacement will be up to 8,000 linear feet; and

WHEREAS, this professional engineering services agreement will include a survey, preliminary engineering design, and cost estimations.

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 RFQ #25-01, Selection 17, and authorizes Mayor Rawn to sign professional engineering services agreement with McClelland Consulting Engineers, Inc. in an amount not to exceed $634,940.00 for services associated with utility relocations in the vicinity of Highway-264 and future Interstate-612 as required by ARDOT.

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

City of Fayetteville Staff Review Form

2026-997

Item ID

4/7/2026

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

Tim Nyander	3/18/2026	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of an engineering services agreement with McClelland Consulting Engineers, Inc. for professional services associated with ARDOT Project 012366 Utility Relocations in the vicinity of Highway-264 and future Interstate-612 in an amount not to exceed $634,940.00, and approval of a budget amendment.

Budget Impact:

5400.720.5600-5860.02	Water & Sewer
Account Number	Fund
11011.2601	Water & Sewer Relocations
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	12,572,493.00
		Expenses (Actual+Encum)	$	12,455,464.13
		Available Budget	$	**117,028.87**
Does item have a direct cost?	Yes	Item Cost	$	634,940.00
Is a Budget Amendment attached?	Yes	Budget Amendment	$	634,940.00
		Remaining Budget	$	**117,028.87**

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: RFQ 25-01, Selection 17

City of Fayetteville, Arkansas - Budget Amendment/Adjustment (Agenda)

Budget Year	Division /Org2	BA Number
2026	WATER SEWER (720)	
	Requestor: Cheryl Partain	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

A budget amendment is needed within the Water and Sewer Relocation Project to cover the engineering cost of the Hwy 612 East Relocation Project. Project will relocate water infrastructure in the vicinity of the Hwy 264 and Primrose Lane intersection. The project scope includes relocation of approximately 1,800 linear feet of 36 inch and 1,800 linear feet of 42 inch water transmission lines. Much of the project will be reimbursable by ARDOT. Percentage of project that is reimbursable has not been determined yet. Budgeted funds from the Water System Rehabilitation and Replacement project are being moved to cover the engineering cost.

COUNCIL DATE: 4/7/2026

ITEM ID#: **2026-997**

Holly Black
3/19/2026 9:07 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202635

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
5400.720.5600-5860.02	634,940	-	11011	2601	EX	Capital Prof Svcs - Engineering/Architectura
5400.720.5600-5808.00	(634,940)	-	12009	1	EX	Improvements - Water Line
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
	-	-				
	-	-				
	-	-				
	-	-				

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCCLELLAND CONSULTING ENGINEERS, INC.

THIS AGREEMENT is made as of _____, 2026, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McClelland Consulting Engineers, Inc. (hereinafter called ENGINEER).

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

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

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

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

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

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

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

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

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

3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

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

SECTION 4 - PERIOD OF SERVICE

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

4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$634,940.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on an hourly not-to-exceed basis as described in Appendix A.

5.2 Statements

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

be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

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

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

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

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

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

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

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

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

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

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

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

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

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

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

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

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

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

6.10 Publications

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

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

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

6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

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

ENGINEER's address:
1580 East Sterns Street
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 continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the

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

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

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

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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:_____	By:_____
Mayor, Molly Rawn	Daniel Barnes, P.E., President, Fayetteville
ATTEST:	
By:_____	Title: President, Fayetteville
City Clerk	

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES
ENGINEERING SERVICES AGREEMENT FOR THE
I-612 EAST UTILITY RELOCATIONS

1.0 General

McClelland Consulting Engineers (ENGINEER) has received a Notice of Selection from CITY OF FAYETTEVILLE for the utility relocations associated with the ARDOT Extension of I-612 East North of Fayetteville (Lowell) Project. The potential project would require the CITY OF FAYETTEVILLE to relocate approximately 3,000 linear feet of both a 36-inch ductile iron pipe (DIP) transmission main and 42-inch prestressed concrete cylinder pipe (PCCP) transmission main near Lowell, Arkansas. As such, The ENGINEER has established a scope of services for preliminary engineering; to establish an alignment, to prepare easement exhibits and descriptions, to assist in obtaining easements, and to produce conceptual plans and cost estimates for water transmission main relocations.

The final design phase and services during construction will be addressed through future amendments to this contract.

2.0 Scope of Services

2.1 Project Management and Coordination

- The ENGINEER will conduct progress meetings with the CITY OF FAYETTEVILLE. It is assumed that progress meetings will be monthly; however, the ENGINEER is available to meet more frequently if required.
- The ENGINEER will attend up to one (1) Water and Sewer Committee Meetings and up to three (3) meetings with other stakeholders (such as BWD and ARDOT) at the request of the CITY OF FAYETTEVILLE.
- The ENGINEER will conduct meetings with the CITY OF FAYETTEVILLE to discuss the status of easements and land acquisition. These meetings are anticipated to occur once the CITY OF FAYETTEVILLE begins interacting with landowners.
- The ENGINEER will conduct internal progress meetings every other week as the project progresses.
- The ENGINEER will maintain the schedule and present schedule updates to the CITY OF FAYETTEVILLE.
- The ENGINEER will prepare invoices to the CITY OF FAYETTEVILLE as the project progresses.

2.2 GIS Services

- Create and maintain ESRI GIS Project Delivery Database utilizing an interactive web map to organize the project information and documents.
- Create exhibits for initial alignments, easements, and other pertinent information.
- Create and maintain ESRI ArcGIS Field Application allowing the engineer to collect data in the field and add it to the Project Delivery Database.

2.3 Preliminary Engineering

The ENGINEER will prepare a technical memorandum (TM) for major items associated with the design of the relocation of the existing 36-inch and 42-inch water transmission mains. Individual TMs will be submitted to the CITY OF FAYETTEVILLE for review and comment as they are completed. The ENGINEER will address review comments and finalize each TM. Upon completion of all final TMs, the ENGINEER will compile them into a complete document and provide it to the CITY OF FAYETTEVILLE.

The following is a list of TMs to be prepared for this project.

- **TM No. 1 – Alignment Study and Selection**

  The ENGINEER will conduct a desktop alignment study which will evaluate up to three (3) alternative alignments that will be outside of the proposed I-612 right-of-way except for the required crossings of the right-of-way. Additionally, design workshops will be conducted to further discuss the findings with the CITY OF FAYETTEVILLE. Ultimately, the ENGINEER will recommend an alignment for the relocation of the existing 36-inch and 42-inch transmission mains, and these results will be provided within TM No. 1. The alignment study will include the following tasks:

  - Review ARDOT Preliminary Plans and subsequent design plans.
  - Coordinate with other entities and utilities affected by the ARDOT Project.
  - Review existing land records and evaluate proposed easements per alignment.
  - Review as-built data and record drawings of the existing transmission mains.
  - Utilize GIS to review available data from the U.S. Fish and Wildlife Service to evaluate anticipated wetlands, endangered species, and karst features.
  - Desktop review of available Geotechnical information.
  - Field reconnaissance to supplement the desktop evaluation and identify potential challenges with the proposed alignments.
  - An order of magnitude cost estimate will be prepared to compare the alternatives.
  - The appraiser will assist in the alignment selection process by completing a market study, to compare the various alignments.

- **TM No. 2 – Hydraulics and Transmission Main Sizing**

  The relocation of the existing 36-inch and 42-inch transmission mains is a large financial undertaking. As such, the ENGINEER will evaluate the transmission main sizing to ensure the new transmission mains provide the CITY OF FAYETTEVILLE with a sufficient service life based on the continued growth of Northwest Arkansas. It is anticipated that both lines will be upsized to 48-inch diameter; however, evaluating smaller sizes and a single larger main will be evaluated. The results of this evaluation will be provided within TM No. 2 and will include the following tasks:

  - Review the existing master plans for both the CITY OF FAYETTVILLE and Beaver Water District (BWD).
  - Coordinate with BWD on future upgrades to their system and evaluate the implications of the size of these transmission mains.
  - Coordinate with the CITY OF FAYETTVILLE on future capacity of their system.
  - Coordinate with ARDOT on reimbursement options as it relates to the size of the relocated transmission mains.
  - Perform hydraulic calculations on various sizes of new transmission mains to review head loss with the anticipated design flow for the transmission mains.
  - Calculate anticipated operating pressures and maximum surge pressures along the project alignment.
  - Prepare hydraulic grade line exhibit along project alignment.

    Provide preliminary calculations on sizing and initial recommendations on locations of combination air valves and blow off valves.

- **TM No. 3 – Pipe Material and Coating**

  The existing 36-inch DIP and 42-inch PCCP transmission mains were installed in the late 1960's and early 1990's respectively. Since that time, the industry has seen many advances in both DIP and PCCP options, in addition, spiral welded steel pipe (SWSP) has become a viable material option for water transmission mains. The purpose of this memo will be to review these pipe materials as related to the relocation of the transmission mains. Cost implications on materials and size of transmission main will be included. The various coating systems for the materials will be evaluated and be included in material selection. This information will be provided within TM No. 3 and will include the following tasks:

  - Review the benefits and disadvantages of all three pipe materials; DIP, PCCP, and SWSP including the design and installation requirements.
  - Evaluate options for the connections to the existing DIP and PCCP water transmission mains.
  - Review the recommended coating systems for both the interior and exterior of the pipe.

- **TM No. 4 – Pipe Design**

  All three (3) pipe products discussed in TM No. 3 include their own specific design requirements that require an evaluation of a variety of factors. These factors will be used determine the specific pipe designed for the project. For example, DIP is generally a pressure class design where as PCCP and SWSP include wall thickness design. This TM will evaluate the specific design aspects for the material selected in TM No. 3. The following tasks will discuss these factors, and will comprise TM No. 4:

  - Determine pipe design on the specific material selected in TM No. 3.
  - Provide recommendations based on pipe design of the selected materials as require to move forward with final design.
  - It is anticipated that TM No. 4 will be updated during final design of the transmission main.

- **TM No. 5 – Preliminary Corrosion Protection**

  To maintain structural integrity and ensure a long service life, special attention must be paid to corrosion protection systems. The ENGINEER will utilize the professional expertise of Coffman Engineers to perform an evaluation of the corrosion risk and mitigation methods relevant to these transmission mains. The results of this analysis will comprise TM No. 5, and will include the following tasks:

  - Review alignment and materials for both existing and proposed transmission mains, including evaluation of the interaction between the facilities.
  - Identify metallic below-grade utilities/pipelines belonging to other utility providers. Perform preliminary evaluation to estimate likelihood of DC stray current interference from these utilities, and coordinate with their personnel to obtain all necessary information.
  - Identify overhead high voltage transmission power line crossings and co-locations. Perform preliminary risk assessment to estimate likelihood of AC stray current interference and coordinate with utility personnel to obtain necessary information.
  - Determine electrical continuity bonding and electrical isolation requirements.
  - Determine corrosion monitoring (test station) requirements.
  - Evaluate the need for cathodic protection (CP). If CP is warranted, provide a description of the anticipated CP system type, locations, and operation/maintenance considerations.

- **TM No. 6 – Utility Conflicts, Permit Requirements, and Constructability**

  Every major construction project will experience the potential of utility conflicts, necessary permits, and constructability challenges. To aid in avoiding or mitigating these factors, TM No. 6 will include the following tasks:
  - Building on TM No. 1, coordinate with the identified major utilities anticipated on the selected alignment, including the anticipated/proposed relocated utilities.
  - Identify potential constructability concerns, such as steep slopes, adjacent development, and other areas of concern, then provide recommendations on addressing those concerns.
  - Determine sections of the alignment that will need to be installed in a manner other than open cut (trenchless installation).
  - Coordinate with local, state, and federal agencies to identify potential permits required, including but not limited to ARDOT utility crossing permits, Section 404 permit, and city/county road crossing permits.
  - Provide anticipated timelines for obtaining each type of permit.

2.4 Environmental Consulting Services

- The ENGINEER will subcontract Section 404 consulting services to ECCI, Jimmy Rogers with ECCI.
- Recommend considerations on the alignment based on an Evaluation of Section 404 Waters of United State sand Threated and Endangered Species per each of the three (3) alternatives in TM No. 1.
- ECCI will also provide formal delineation of Section 404 Wetlands on the selected alignment as well as Section 404 Permitting Activates if required.

2.5 Topographic Surveys

Once TM No. 1 (Alignment Study and Selection) is completed and accepted by the CITY OF FAYETTEVILLE, the ENGINEER will begin topographic surveys of the selected alignment. The anticipated survey corridor will be 150-feet wide and centered on the selected alignment. It is assumed the total length will be approximately 4,000 linear feet, resulting in a total corridor area of approximately 14 acres.

The topographic surveys will typically include the following details listed below:

- Street curb lines, asphalt edges, road crown, and visible striping.
- Parking areas, light-poles, and bollards.
- Buildings, sheds, and finish floor elevations.
- Above ground utility fixtures and structures.
- Underground utility lines as marked by utility location services.
- Drainage ditches, ponds, stormwater pipes, and related structures.

- Fences, gates, and driveways.
- Detectable land corners and property markers.
- Other features as may be visible from ground observation.

The ENGINEER will provide landowners written notification prior to beginning field work (letter via USPS and doorhangers) to alert residents that surveyors will be in the area. Project control points used to complete the topographic survey will be established in the field for future use during construction. The ENGINEER will contact Arkansas 811 and wait the allotted 48 hours prior to beginning the survey, to allow time for utilities to be field located by the appropriate personnel. The ENGINEER will coordinate with known utility providers to confirm the likely facilities in the project area.

2.6 Easement Acquisition

Once TM No. 1 (Alignment Study and Selection) is completed and accepted by the CITY OF FAYETTEVILLE, The ENGINEER will begin assisting in the easement acquisition process. It is anticipated that a maximum number of twelve (12) parcels will be required for the project, with an anticipated width of 100-feet. The following is a detailed scope of work for this item:

- **Boundary Resolution**
  - Records research, field research, and boundary resolution of the property lines along the selected alignment. Boundary resolution will be limited to property lines necessary to produce the project drawings, and any necessary for the preparation of easement documents.
  - Coordination and evaluation of title research through the services of a third-party title research company.
  - Prepare parcel exhibits and legal descriptions of both permanent easements and temporary construction easements.
  - Exhibit maps and descriptions will be prepared for up to 12 parcels. Exhibit maps will show any easements needed for each parcel, and will be accompanied by separate descriptions for each area. This scope includes one update to the documents for each easement, based on field conditions or property owner concerns. Updates will not be made without the direction of the CITY OF FAYETTEVILLE.
- **Appraisal Services**
  - Appraisals will be completed by a third-party Appraiser and reviewed by the ENGINEER.
  - If applicable, the ENGINEER will evaluate the third-party appraisals in comparison to available ARDOT appraisals.
  - The appraisals will be provided to the CITY OF FAYETTEVILLE for review.
  - It is anticipated that a maximum of 12 appraisals will be required.

- **Property Owner Coordination and Negotiation**
  - Preparation of draft offer letters including relevant easement exhibits and descriptions will be submitted to the CITY OF FAYETTEVILLE for review and use. It is anticipated that the CITY OF FAYETTEVILLE will share the offer letters directly with property owners.
  - Coordination with property owners as needed to explain and describe the required easements.
  - Coordination with the CITY OF FAYETTEVILLE land agents as required to assist in acquiring the easements.
  - Assist the CITY OF FAYETTEVILLE in negotiating with property owners to finalize easements needed for this project.

2.7 Geotechnical Investigation

The ENGINEER will conduct a detailed geotechnical investigation along the selected project alignment. The following is a detailed scope of work for this item:

- **Geotechnical Exploration and Field Services**
  - Up to eight (8) geotechnical borings along the selected route.
  - Boring locations will be strategically placed across the project alignment and at significant crossing locations in an effort to provide sufficient subsurface information for the design of the proposed water transmission main relocations.
  - Borings will be generally located at a consistent distance along the alignment and at anticipated trenchless installation locations.
  - Target depth is anticipated at 20 feet below existing surface elevations except for trenchless installation locations, which may require depth that exceeds 30 feet depending on the roadway plans.
  - The borings will utilize auger drilling techniques to advance to their respective target depths or until materials resulting in auger refusal are encountered; at that point, rock coring will be utilized.
  - Soil sampling will occur at each location. The soil sampling methods will utilize a two-inch diameter split-spoon sampler using the continuous soil sampling method by means of Standard Penetration Testing (SPT) to 10 feet and every 5 feet thereafter. Soil sampling will be conducted in general accordance with ASTM D1586 - Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils.
  - Groundwater observations will be made at the time of drilling and prior to backfilling. Long-term groundwater monitoring will be completed at up to two (2) locations with the installation of up to two (2) piezometers. These piezometers will be monitored approximately every two weeks.

- Boreholes will be backfilled the same day they are drilled, following best practice guidelines. The ENGINEER will make every reasonable effort to minimize the waste generated, and the disturbance to the site. Project borings conducted in pavement areas will be patched with like materials following completion of the boring. The ENGINEER will not be held accountable for complete site restoration including landscaping and/or grading.

- **Laboratory Testing and Analysis**
  - Laboratory analysis will be performed on the recovered samples to determine the engineering properties of the project soil strata. Laboratory testing will be conducted in accordance with all relevant American Society for Testing and Materials (ASTM) designations.
  - Additional third-party laboratory testing will be performed on recovered samples for corrosion potential, which will include testing for soil resistivity, pH, sulfates, chlorides, sulfides, and redox potential.

- **Geotechnical Report**
  - The ENGINEER will develop a written geotechnical report to include the following scope items:
  - Site Description.
  - Detailed Evaluation of Subsurface Conditions.
  - Seismic Considerations.
  - Lateral Earth Pressures.
  - Groundwater Conditions.
  - In-Situ Rock Properties and Elevations.
  - Additional items may include frost penetration depth, wet weather construction considerations, and recommended construction monitoring.
  - The final report will be submitted to the CITY OF FAYETTEVILLE, and findings from this report will also be incorporated into the relevant preliminary design items.

2.8 Conceptual Plans

Once TM No. 1 has been completed and accepted by the CITY OF FAYETTEVILLE, the ENGINEER will prepare conceptual design plans to an approximate 15% completion level. Plan sheets will be set up to a 1” = 40’ horizontal scale. The preliminary plans will at a minimum include the following information:

- Proposed alignment and stationing.
- Proposed permanent and temporary construction easements.
- Wetlands and other Waters of the US identified in Task 2.4.

- Topographic features obtained in Task 2.5.
- Utility information obtained in Task 2.5.
- Property boundaries, existing and proposed easements, and ownership information obtained in Task 2.6.
- Geotechnical bore locations from Task 2.7.
- Anticipated trenchless installation locations.
- Existing ground elevations along the centerline of the proposed alignment.
- Preliminary locations of isolation valves, combination air valves, and blow off valves.

The conceptual plans will be submitted to the CITY OF FAYETTEVILLE for review and comment. It is anticipated that a design workshop will be conducted for the CITY OF FAYETTEVILLE and the ENGINEER to discuss the comments. The ENGINEER will subsequently address review comments and submit final conceptual plans to the CITY OF FAYETTEVILLE.

Additionally, the ENGINEER will prepare a conceptual opinion of probable construction cost based on the conceptual plans, which will be submitted with the final conceptual plans.

3.0 Project Deliverables

- Access to the GIS web map for viewing the compiled content.
- Draft Technical Memoranda – PDF copy of each TM.
- Final Technical Memoranda – PDF and one (1) hard copy of all compiled TMs.
- Parcel exhibits and legal descriptions for permanent and temporary construction easements – PDF copies of each parcel.
- Draft offer letters – PDF copies for each parcel.
- Wetlands Delineation Report – PDF copy.
- Appraisals for each parcel – PDF copies of each parcel.
- Geotechnical Report – PDF copy.
- Draft Conceptual Plans – PDF copy.
- Final Conceptual Plans – PDF copy.
- Conceptual Opinion of Probable Construction Costs – PDF copy.

Additional deliverables may be provided in electronic form upon request by the CITY OF FAYETTEVILLE.

4.0 Compensation

In consideration of the performance of the foregoing services by the ENGINEER, the CITY OF FAYETTEVILLE will provide to the ENGINEER compensation as follows:

- Compensation will be paid to the ENGINEER on the basis of ENGINEER's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. A task hour fee breakdown is provided as Appendix A-2. ENGINEER's current rate schedule is attached hereto as Appendix A-3.
- The maximum not-to-exceed for will be $634,940.

5.0 Project Schedule

The ENGINEER will begin work immediately upon receipt of a Notice to Proceed (NTP). The overall anticipated project schedule is provided in Appendix A-4.

6.0 Additional Future Services

ENGINEER would be pleased to offer additional future services for this project. These could potentially include the following:

- Final Design Plans, Details, and Technical Specifications.
- Additional Environmental Services, such as cultural resources surveys and threatened and endangered species evaluations.
- Permitting through ARDOT and other local jurisdictions.
- Contract Documents and Bid Phase Services.
- Construction Phase Services.
- Other Professional Services as Requested.

The scope for these future additional services would be defined by the ENGINEER and CITY OF FAYETTEVILLE, and may be authorized under future amendment(s) to this Agreement.

City of Fayetteville - 612 East Utility Relocations
Preliminary Design
Personnel Hour Fee Estimate
3/9/2026

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

Task Description	Principal	Sr. Project Manager	Project Manager	Project Engineer	Project Designer	CAD/GIS Technician	Admin Support	Reg. Land Surveyor	Survey Technician	Field Survey Crew	Lab Tech I	Lab Tech II	Geotech Engineer	Extended Cost
Task 2.1 - Project Management and Coordination														
City of Fayetteville Progress Meetings	12.00	32.00		32.00	64.00									$25,520.00
Water & Sewer Committee Meetings (1 assumed)	4.00	6.00		10.00										$4,240.00
Other Stakeholder Meetings (3 total assumed)	12.00	18.00		16.00	8.00									$11,460.00
Conduct Meetings with the City After Interaction with Landowners		16.00		16.00	16.00									$8,960.00
Internal Progress Meetings and Coordination		48.00		16.00	16.00		32.00							$20,160.00
Subtotal Labor Hours / Fee - Task 2.1	**28.00**	**120.00**	**0.00**	**90.00**	**104.00**	**0.00**	**32.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$70,340.00**
Estimated Reimbursable Expenses/Subconsultants														
Mileage														$500.00
Subtotal Reimbursable Expenses - Task 2.1														**$500.00**
Total Task 2.1 - Project Management and Coordination	**28.00**	**120.00**	**0.00**	**90.00**	**104.00**	**0.00**	**32.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$70,840.00**
Task 2.2 - GIS Services														
Create and Maintain ESRI GIS Project Delivery Database						80.00								$10,400.00
Create GIS Level Exhibits		2.00			8.00	40.00								$6,820.00
Create and Maintain ESRI ArcGIS Field Maps Application						32.00								$4,160.00
Subtotal Labor Hours / Fee - Task 2.2	**0.00**	**2.00**	**0.00**	**0.00**	**8.00**	**152.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$21,380.00**
Estimated Reimbursable Expenses/Subconsultants														
Software														$2,000.00
Subtotal Reimbursable Expenses - Task 2.2														**$2,000.00**
Total Task 2.2 - GIS Services	**0.00**	**2.00**	**0.00**	**0.00**	**8.00**	**152.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$23,380.00**
Task 2.3 - Preliminary Engineering														
Alignment Study and Selection	8.00	60.00	8.00	160.00	240.00	30.00	20.00							$85,380.00
Hydraulics and Transmission Main Sizing		16.00	4.00	20.00	50.00	10.00	8.00							$17,300.00
Pipe Material and Coating		24.00	4.00	30.00	50.00		8.00							$19,700.00
Pipe Design		16.00	4.00	20.00	40.00		8.00							$14,600.00
Preliminary Corrosion Protection		4.00		4.00	10.00		8.00							$3,880.00
Utility Conflicts, Permit Requirements, and Constructability	4.00	24.00		16.00	40.00	20.00	8.00							$18,760.00
Subtotal Labor Hours / Fee - Task 2.3	**12.00**	**144.00**	**20.00**	**250.00**	**430.00**	**60.00**	**60.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$159,620.00**
Estimated Reimbursable Expenses/Subconsultants														
O'Brien Right of Way Valuation														$5,000.00
ECCI														$5,000.00
Coffman Engineers														$20,000.00
Mileage														$250.00
Subtotal Reimbursable Expenses - Task 2.3														**$30,250.00**
Total Task 2.3 - Preliminary Engineering	**12.00**	**144.00**	**20.00**	**250.00**	**430.00**	**60.00**	**60.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$189,870.00**
Task 2.4 - Environmental Consulting Services														
Environmental Consulting Services		2.00		2.00	8.00	8.00								$3,000.00
Subtotal Labor Hours / Fee - Task 2.4	**0.00**	**2.00**	**0.00**	**2.00**	**8.00**	**8.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$3,000.00**
Estimated Reimbursable Expenses/Subconsultants														
ECCI														$6,500.00
Subtotal Reimbursable Expenses - Task 2.4														**$6,500.00**
Total Task 2.4 - Environmental Consulting Services	**0.00**	**2.00**	**0.00**	**2.00**	**8.00**	**8.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$9,500.00**
Task 2.5 - Topographic Surveys														
Topographic Surveys		4.00		8.00	24.00			8.00	80.00	200.00				$48,720.00
Subtotal Labor Hours / Fee - Task 2.5	**0.00**	**4.00**	**0.00**	**8.00**	**24.00**	**0.00**	**0.00**	**8.00**	**80.00**	**200.00**	**0.00**	**0.00**	**0.00**	**$48,720.00**
Estimated Reimbursable Expenses/Subconsultants														
Utility Locates (Arkups)														$500.00
Subtotal Reimbursable Expenses - Task 2.5														**$500.00**
Total Task 2.5 - Topographic Surveys	**0.00**	**4.00**	**0.00**	**8.00**	**24.00**	**0.00**	**0.00**	**8.00**	**80.00**	**200.00**	**0.00**	**0.00**	**0.00**	**$49,220.00**

City of Fayetteville - 612 East Utility Relocations
Preliminary Design
Personnel Hour Fee Estimate
3/9/2026

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

Task Description	Principal	Sr. Project Manager	Project Manager	Project Engineer	Project Designer	CAD/GIS Technician	Admin Support	Reg. Land Surveyor	Survey Technician	Field Survey Crew	Lab Tech I	Lab Tech II	Geotech Engineer	Extended Cost
Task 2.6 - Easement Acquisition														
Boundary Resolution														
Records Research								12.00	120.00					$15,000.00
Title Research								4.00	80.00					$9,400.00
Prepare Parcel Exhibits and Legal Descriptions		4.00			24.00	48.00		24.00	192.00					$35,320.00
Appraisal Services														
Coordination with Appraiser and City of Fayetteville		6.00			32.00									$5,980.00
Evaluate and review appraisals		2.00			20.00									$3,300.00
Property Owner Coordination and Negotiation														
Preparation of draft offer letters					20.00		48.00							$7,600.00
Coordination with property owners		24.00		24.00	80.00									$21,280.00
Coordination and assitance with City of Fayetteville Land Agents		24.00		24.00	80.00									$21,280.00
Subtotal Labor Hours / Fee - Task 2.6	**0.00**	**60.00**	**0.00**	**48.00**	**256.00**	**48.00**	**48.00**	**40.00**	**392.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$119,160.00**
Estimated Reimbursable Expenses/Subconsultants														
Title Research Agent ($400 per tract, 12 assumed)														$4,800.00
O'Brien Right of Way Valuation ($4000 per parcel, 12 assumed)														$48,000.00
Mileage														$250.00
Subtotal Reimbursable Expenses - Task 2.6														**$53,050.00**
Total Task 2.6 - Easement Acquisition	**0.00**	**60.00**	**0.00**	**48.00**	**256.00**	**48.00**	**48.00**	**40.00**	**392.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$172,210.00**
Task 2.7 - Geotechnical Investigation														
Geotechnical Exploration and Field Services		1.00		4.00	8.00						40.00	40.00		$9,650.00
Lab Testing & Analysis (see below)		1.00		2.00	4.00									$1,150.00
Geotechnical Report		2.00		2.00	4.00							60.00	40.00	$13,600.00
Subtotal Labor Hours / Fee - Task 2.7	**0.00**	**4.00**	**0.00**	**8.00**	**16.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**40.00**	**100.00**	**40.00**	**$24,400.00**
Estimated Reimbursable Expenses/Subconsultants														
Equipment Mobilization (assumed 1 truck rig @ $400, 2 track rig @ $800 each)														$2,000.00
Boring Setup (8 bores @ $50 each)														$400.00
SPT Auger Drilling (assumed 100 linear foot (LF) @ $15 per LF)														$1,500.00
Water-Based Rock Coring (Diamond Bit) (assumed 100 LF @ $45/LF)														$4,500.00
Install Piezometers (2 @ $600 each)														$1,200.00
Piezometer Readings (15 @ $300 each)														$4,500.00
In-House Laboratory Testing (Moisture Content, Atterberg Limits, Gradation, Comp. Strength of Rock Cores)														$5,000.00
Third Party Laboratory Testing (Soil Resistivity, pH, Sulfates, Chlorides, Sulfides, Redox Potential)														$6,000.00
Pavement Patching (assumed 2 patches @ $50 each)														$100.00
Diamond Rock Bits (assumed 1 bits @ $700 each)														$700.00
Subtotal Reimbursable Expenses - Task 2.7														**$25,900.00**
Total Task 2.7 - Geotechnical Investigation	**0.00**	**4.00**	**0.00**	**8.00**	**16.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**40.00**	**100.00**	**40.00**	**$50,300.00**
Task 2.8 - Conceptual Plans														
Setup Plans				4.00	4.00	40.00								$6,440.00
Incorporate Proposed Easements		2.00		4.00	20.00	32.00								$8,140.00
Incoporate Wetlands Information				4.00	8.00	8.00								$2,840.00
Incorporate Survey Data (Topographic, Utilities, Boundary)				4.00	8.00	40.00								$7,000.00
Incorporate Geotechnical Information		1.00		2.00	4.00	8.00								$2,190.00
Proposed Alignment , Stationing, and Existing Ground Profile		2.00		16.00	24.00	60.00								$14,380.00
Preliminary Locations of Valves (Isolation, Combination Air, Blow off)		2.00		4.00	8.00	20.00								$4,900.00
Anticipated Trenchless Installation Locations		1.00		2.00	4.00	12.00								$2,710.00
QA/QC	4.00	8.00	8.00	4.00	10.00	20.00								$9,320.00
Address City of Fayetteville Comments		8.00		10.00	20.00	40.00								$11,700.00
Subtotal Labor Hours / Fee - Task 2.8	**4.00**	**24.00**	**8.00**	**54.00**	**110.00**	**280.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$69,620.00**
Estimated Reimbursable Expenses/Subconsultants														
														$0.00
Subtotal Reimbursable Expenses - Task 2.8														**$0.00**
Total Task 2.8 - Conceptual Plans	**4.00**	**24.00**	**8.00**	**54.00**	**110.00**	**280.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$69,620.00**
GRAND TOTAL PRELIMINARY DESIGN	**44.00**	**360.00**	**28.00**	**460.00**	**956.00**	**548.00**	**140.00**	**48.00**	**472.00**	**200.00**	**40.00**	**100.00**	**40.00**	**$634,940.00**

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

January 1, 2026
* Standard Hourly Rates

Chief Draftsman	$120.00	-	$130.00
Clerical	$55.00	-	$95.00
Construction Observer	$85.00	-	$170.00
Crew Support	$65.00	-	$95.00
Draftsman	$85.00	-	$145.00
Environmental Scientist / Designer	$125.00	-	$150.00
Geotech Driller	$65.00	-	$120.00
Geotech Engineer	$130.00	-	$240.00
Human Resources / Payroll	$90.00	-	$120.00
Landscape Architect	$90.00	-	$170.00
Media Specialist	$85.00	-	$105.00
Principal	$215.00	-	$280.00
Project Accountant	$100.00	-	$185.00
Project Designer	$100.00	-	$165.00
Project Designer - Intern	$85.00	-	$125.00
Project Engineer	$155.00	-	$180.00
Project Manager	$140.00	-	$250.00
Registered Land Surveyor	$125.00	-	$175.00
Senior Project Manager	$225.00	-	$250.00
Soils Lab Technician	$75.00	-	$150.00
Specification Writer	$90.00	-	$150.00
Structural Engineer	$140.00	-	$270.00
Survey - GPS	$75.00	-	$130.00
Survey Crew - Three Man	$215.00	-	$250.00
Survey Crew - Two Man	$160.00	-	$185.00
Survey Field - One Man	$75.00	-	$130.00
Survey Technician	$85.00	-	$145.00
Mileage Rate			.75 per Mile
Expenses			At Cost

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

APPENDIX A-4

CITY OF FAYETTEVILLE ARKANSAS

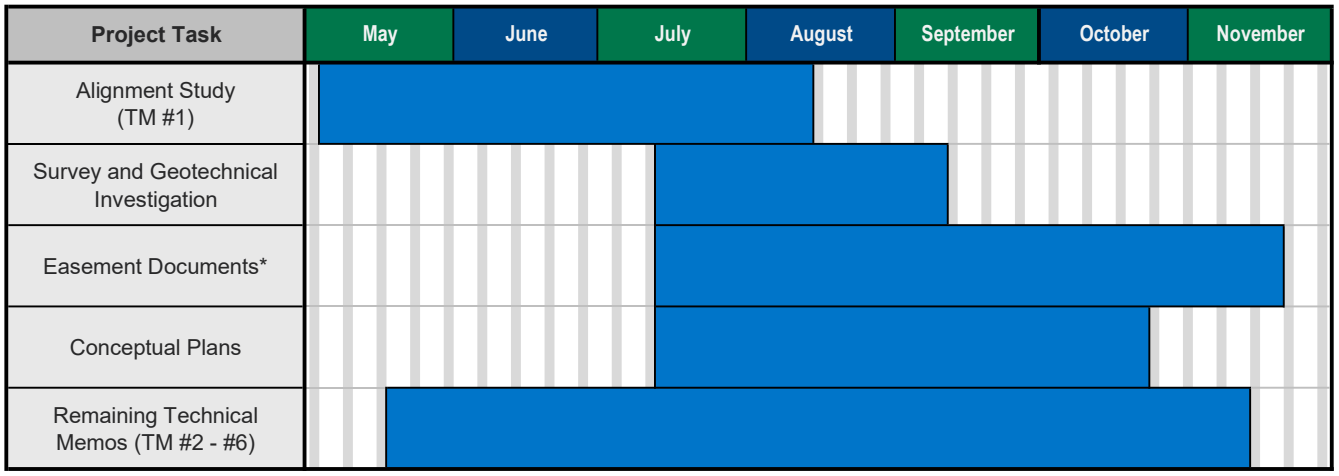
I-612 East Utility Relocations

Project Schedule

Prepared by McClelland Consulting Engineers, Inc.

March 2026

McCLELLAND CONSULTING ENGINEERS, INC. DESIGNED TO SERVE



**Easement Documents include easement exhibits, descriptions, appraisals, and offer letters*

ARDOT.gov | Jared D. Wiley, P.E., Director

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2000 | Voice/TTY 711 | Fax: (501) 569-2400

January 14, 2026

Mr. Corey Granderson
City of Fayetteville
2435 S. Industrial Drive
Fayetteville, AR 72701

Job 012366 (Utilities)
Hwy. 265 - Hwy. 412
(Springdale Bypass) (S)
Route 612 Section 2 & 3
Benton & Washington County

Dear Mr. Granderson:

Your request of January 14, 2026, to have McClelland Engineers perform the preliminary engineering for your utility facilities on the referenced project is approved.

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

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

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

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

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

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

Sincerely,

Keith Mashburn
Utility Coordinator
Utilities Section
Right of Way Division

Enclosures
C: McClelland Engineers W/Attachments

"C" Files

ARKANSAS DEPARTMENT of TRANSPORTATION

Utility: _____ Job _____(Utilities)

Consultant _____ _____

_____

Route _____ Section _____

County _____

CERTIFICATION OF CONSULTANT

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

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

(Statement and explanation of exception, if any:)

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

_____ _____

(Signature) (Date)

Mashburn, Keith A.

From: Granderson, Corey <cgranderson@fayetteville-ar.gov>
Sent: Wednesday, January 14, 2026 8:05 AM
To: Mashburn, Keith A.
Cc: Vinyard, Drake; Trent Williams
Subject: RE: ARDOT Project 012366 - Hwy. 265 to Hwy. 412 (Springdale Bypass)(S)

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

Yes Sir, McClelland was selected and they are working up a scope/fee for my review that would get us through survey, preliminary alignment selection, and early easement docs prep. I will keep you posted on progress.

Best,

Corey W. Granderson, P.E.
Utilities Engineer
Water & Sewer Department
City of Fayetteville, Arkansas
479-444-3452
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Mashburn, Keith A. <Keith.Mashburn@ardot.gov>
Sent: Tuesday, January 13, 2026 3:36 PM
To: Granderson, Corey <cgranderson@fayetteville-ar.gov>
Cc: Vinyard, Drake <dvinyard@fayetteville-ar.gov>
Subject: RE: ARDOT Project 012366 - Hwy. 265 to Hwy. 412 (Springdale Bypass)(S)

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.

Corey,

Has the City of Fayetteville selected an engineering firm for the design of your relocation for this project yet?

Thanks,

Keith Mashburn
ARDOT Utility Coordinator
501.569.2142

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-807

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Matt Mihalevich, Active Transportation Manager
Chris Brown, Public Works Director

FROM: Dane Eifling, Mobility Coordinator

SUBJECT: **An amendment to resolution 219-25 to include an additional 10 benches for bus stops**

RECOMMENDATION:
Staff recommends an amendment to resolution 219-25 to include an additional 10 benches for bus stops from Brasco International in the amount of $9,025.00 plus applicable taxes.

BACKGROUND:
Resolution 219-25 approved 25 transit stop shelters structures and 3 benches from Brasco Internation in the amount of $269,700.00 plus applicable taxes, as part of the transit stop improvement grant approved by Council in August 2025 to accept $203,317.25. In order to provide the required 1:1 match Ozark Regional and Razorback Transit have each committed to providing $50,829.30 for a total of $101,658.60 with City committing to match $101,658.65. The grant requires that a minimum of 17 stops be improved by September 30th of 2026. The total project funds ($406,634.50) are sufficient to improve approximately 30 stops.

DISCUSSION:
Staff requests a waiver of competitive bidding requirements for this purchase as both transit agencies require Brasco International per their standards for all shelters and seating. The additional benches will allow for additional transit stops to include benches and expand the goal of including transit amenities at every transit stop in Fayetteville. Ozark Regional and Razorback Transit are responsible for maintenance of all bus shelters and benches once installed.

BUDGET/STAFF IMPACT:
The Transit Stop Infrastructure project has sufficient funds for this purchase.

ATTACHMENTS: 3. Staff Review Form, 4. Brasco Quote_10 Benches, 5. UA E-Mail Statement Standards for Bus Shelters, 6. ORT Email Bus Shelter Standards

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

File #: 2026-807

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF 10 ADDITIONAL BUS STOP BENCHES IN THE AMOUNT OF $9,025.00, PLUS ANY APPLICABLE SALES TAXES AND SHIPPING CHARGES, FROM BRASCO INTERNATIONAL

WHEREAS, on August 19, 2025, the City Council passed Resolution 189-25 authorizing an agreement with the Northwest Arkansas Regional Planning Commission to accept $203,317.25 in grant funding to support transit stop improvements; and

WHEREAS, on October 7, 2025, the City Council passed Resolution 219-25 authorizing the purchase of transit stop shelter structures and benches; and

WHEREAS, the additional benches will allow for additional transit stops to include benches and expand the goal of including transit amenities at every transit stop in Fayetteville; and

WHEREAS, Ozark Regional Transit and Razorback Transit both require Brasco International equipment per their standards for all shelters and seating.

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 10 additional bus stop benches in the amount of $9,025.00, plus any applicable sales taxes and shipping charges, from Brasco International.

City of Fayetteville Staff Review Form

2026-807

Item ID

4/7/2026

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

Sara Combs	3/13/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends an amendment to resolution 219-25 to include an additional 10 benches for bus stops from Brasco International in the amount of $9,025 plus applicable taxes.

Budget Impact:

4470.800.8820-5809.00	Street Improvements
Account Number	Fund
25004.2501	Transit Stop Infrastructure, NWARPC WFF Grant
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	486,637.00
		Expenses (Actual+Encum)	$	279,700.00
		Available Budget	$	**206,937.00**
Does item have a direct cost?	Yes	Item Cost	$	9,025.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**197,912.00**

V20221130

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

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

Original Contract Number: _____

Comments: Item cost above includes estimated taxes.

QUOTE

Quote Number: 031226R1
Quote Date: March 12, 2026
Quote Expiration: 60 Days from Quote Date
Return to: iriley@brasco.com

Quoted for:
City of Fayetteville
Sara Combs
479-575-8291
SCombs@fayetteville-ar.gov

PREPARED BY	PROJECT NAME	PAYMENT TERMS (WITH APPROVED CREDIT)	LEAD TIME
Ian Riley	Benches	NET 30	± 18-20 Weeks from Approvals

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
10	BE-PD-6-AL-2-2-0	6' Pedestal Series Bench with Aluminum Slats and Two Seat Dividers Pearl Light Grey Powder Coat Painted Finish - RAL 9022	$850	$8,500
			Subtotal	$8,500
			Freight	$525
			Total	$9,025

This is a quotation on the above products listed and is subject to the conditions noted below. Prices are subject to change after quote expiration date. Payment terms are subject to change per Brasco's Financial Credit Approval Process. Credit card payments are subject to a 3% processing fee. Brasco accepts Visa, Master Card, and American Express. Offloading shipments is the responsibility of the customer. Please note that a forklift with 8' forks is required unless otherwise noted in writing. Shelters are not shipped fully assembled. Assembly and Installation Required. All anchoring hardware is included. Lead time begins after all approvals including drawings, color selections, applicable deposits, etc.
***Structural Engineering with Stamped Drawings and Structural Calculations are not included in this quotation and are an additional $1,975, per shelter type, if required.**
***Concrete Pad Design and Analysis, if needed, is an additional $750. Hard Copies of Calculations, if needed, are an additional $100 per copy (Lead time for structural calculations is +/- 12-16 weeks from approval of submittal drawing).**

_____ _____
Signature of Acceptance* Date

_____ _____
Print Name Title

**The above prices, specifications and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages. All Brasco standard terms and conditions of sale apply.*

We Thank You For Your Consideration

Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

The Brasco International, Inc. Standard Terms and Conditions of Sale ("Terms and Conditions") are incorporated herein by reference and form part of this agreement. This quotation shall be valid for 30 days unless otherwise withdrawn by Brasco prior to Purchaser accepting. Purchaser's issuance of either a purchase order or an acceptance shall constitute an acceptance of the Brasco Terms and Conditions. Acceptance shall be in writing. Any additional terms or modifications to the Brasco Terms and Conditions proposed by Purchaser, whether in a purchaser order or otherwise, are expressly rejected by Brasco and not part of the agreement between Brasco and Purchaser. The agreement between Brasco and the Purchaser shall be referred to herein and in the Brasco Terms and Conditions as the "Contract". This quote constitutes an offer to sell products and services on terms expressed herein and shall be construed as inviting acceptance from the Purchaser.

Terms of Payment. Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's Acknowledgment ("Acknowledgment"), which will be generated upon receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment. An invoice will be generated by Brasco pursuant to the terms of payment under the Contract once Brasco has completed the Order, and the due date for the payment of balance due under the Contract shall be on the invoice.

Warranties. Components not manufactured by Brasco shall be covered by their relevant manufacturer's warranty only. Brasco Products must be installed in accordance with Brasco's installation instructions. The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for the relevant period listed in Fig. 1. Any modifications or aftermarket additions to the original equipment voids all applicable manufacturers' warranties. All warranties begin from the date of delivery (DOD). Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

FIG. 1: STANDARD PRODUCT WARRANTIES FROM DATE OF DELIVRY

General Product Workmanship	1 Year
Powder Coat Finish	1 Year
Solar Panels	1 Year Per Manufacturer's Warranty
Solar Lighting Mounting Hardware	1 Year
LED Light Fixture & Engine	1 Year
Wire Harnesses and Connectors	1 Years
Solar Charge Controller	1 Year
Solar Batteries	1 Year

*Sealed lead acid batteries will self-discharge in storage. Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max. shelf life. Batteries should be installed no later than 3 months from delivery or the battery warranties will be void.

Limited Remedies. Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the stated warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation and is limited to replacement parts. Shipping and handling fees are not included under warranty terms and are the responsibility of the Purchaser. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance. Brasco cannot be held responsible for components that become obsolete.

Payment Late Charges, Certain Remedies and Recovery of Expenses. Except as otherwise provided in the Acknowledgment, all payments are due thirty (30) days from the date of Brasco's invoice and shall be paid in United States currency. Purchaser shall pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser shall pay all costs and expenses incurred by Brasco, including actual attorney's fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco. The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.

Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Cancellation. A. Purchaser may cancel an order for "Convenience" via written notice to Brasco within 5 business days from the date of receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment and no cancellation fee shall be due Brasco. Cancellations of orders for reasons other than for Convenience as referred to above must be in writing and agreed to in advance by Brasco. Such cancellations are subject to a cancelation charge equal to the greater of the actual costs incurred by Brasco during the performance period or a 50% cancellation fee.

Shipping and Delivery. Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

Modifications and Delays. Brasco reserves the right to modify or change portions of this Contract should any assumptions specified be determined to be incorrect, or if new/additional information relative to this Contract become available. After 90 days, any delays outside of Brasco's control will result in price escalation using the Producer's Price Index, as published by the Bureau of Labor Statistics: Fabricated Structural Metal Products (Series Code WPU107).

Termination by Brasco. In addition to any other rights to terminate the Contract or suspend performance under the Contract,(A) Brasco may, upon written notice to Purchaser immediately terminate all or any part of the Contract or suspend performance under the Contract, without any liability to the Purchaser and without waiving its right to damages, (a) if Purchaser (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, (ii) fails to accept or threatens not to accept Products in accordance with the Contract, (iii) fails to make timely payment, or (b) upon the occurrence or threat of insolvency or bankruptcy of Purchaser; (B) Purchaser shall purchase and pay Brasco immediately for all unique raw materials, work in process and finished goods under the Contract; (C) Purchaser shall reimburse Brasco for all preparation and other expenses incurred by Brasco and/or its subcontractors in connection with the Contract ad for all other losses and costs arising from the termination.

Lead Times. Lead time is the window of time necessary to complete an order, after the approvals process is complete. The approvals process includes satisfying Brasco's credit terms and written approval of Brasco's preliminary engineering drawings. Once all approvals are complete, the lead time begins, wherein detailed engineering paperwork is completed, stamped calculations are ordered, material is purchased, and the order is fabricated. For orders that endure a lengthy approvals process, lead times may shift between the time the order was placed and approved. Additionally, third party lead times and availability can directly impact Brasco's lead times, therefore Brasco shall not be liable for any damages (actual or liquidated) caused by acts outside of its control that arise from third party suppliers.

Change Orders. Design, material, finish and quantity changes by the Purchaser to an order after preliminary engineering approval drawings are provided by Brasco are subject to a Change Order fee. Fees include a minimum administrative fee of $105.00, with relevant material cost and additional labor fees applied.

Purchaser Approvals. In accordance with the terms of this Contract, Purchaser agrees to timely execute and return to Brasco an approval of each set of drawings provided to Purchaser by Brasco including, but not limited to, Preliminary Elevation Drawings and Detailed Engineering Drawings. Failure by the Purchaser to timely execute and return to Brasco an approval of drawings provided by Brasco negatively effects lead time of the order and if same occurs, Brasco in its sole discretion shall have the unilateral right to increase the lead time to complete and deliver the order to the Purchaser or terminate the Contract.

Rejections and Returns. Purchaser will be deemed to have inspected and accepted all delivered Products unless written notice of rejection specifying the basis therefore in reasonable detail, is provided to Brasco within 10 days after delivery. Purchaser may not return Products that are not timely rejected without Brasco's prior written approval.

Taxes. A 6% Sales tax will be billed to Michigan businesses, entities and municipalities as applicable under Michigan State law. If your business is tax exempt, please provide a Sales Tax-Exempt Certificate. Sales tax will not be billed to businesses, entities and municipalities outside the jurisdiction of the State of Michigan and is the sole responsibility of said entity to pay within its respective jurisdiction where applicable.

Governing Law, Jurisdiction and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

Severability. If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

Eifling, Dane

From: Adam Waddell <ewaddel@uark.edu>
Sent: Thursday, September 18, 2025 9:55 AM
To: Eifling, Dane
Subject: Transit Shelters
Attachments: Bus Stop Shop Drawing approval.pdf

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.

Dane,

I have attached the cut sheet for the Brasco shelters that we use. These are the only pre-fabricated shelter that we have installed for 10 plus years. These are also being incorporated into our formal A/E guide for campus standards. Due the limited resources that we have and the maintenance agreement for City installed shelters it is vital that the shelters are uniform throughout the system.

Thank You,

E. Adam Waddell
Director
Razorback Transit

Office: 479-575-6292

Transit and Parking | 116 BUSB
University of Arkansas | Fayetteville, AR 72701

ewaddel@uark.edu

Eifling, Dane

From: Joel Gardner <jgardner@ozark.org>
Sent: Tuesday, September 16, 2025 11:41 AM
To: Eifling, Dane; ewaddel@uark.edu
Cc: Stephen Polumbo
Subject: RE: Brasco Int'l

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.

ORT does not state a standard, however, to maintain consistence in our shelter looks, parts replacement and familiarity for installation, we continue to procure Brasco shelters. The model ORT procures is the Slimline Series Aluminum Structure that is 5x10, full rear and sidewalls painted ivy green with the standing seam aluminum hip roof.

Joel Gardner
Executive Director
P 479-361-8742
E jgardner@ozark.org

Ozark Regional Transit Authority
2423 E. Robinson Avenue
Springdale, AR 72764
ozark.org

From: Eifling, Dane <deifling@fayetteville-ar.gov>
Sent: Tuesday, September 16, 2025 10:14 AM
To: ewaddel@uark.edu; Joel Gardner <jgardner@ozark.org>
Cc: Stephen Polumbo <polumbo@uark.edu>
Subject: FW: Brasco Int'l

Joel, Adam,
Can you please provide any substantiating documents such as standard from bus stops that say Brasco materials are the standard for Razorback and ORT?

If you don't have an existing document just a letter or an email saying that your agencies use Brasco shelters for uniformity and standardization for maintenance and repair purposes may be enough.

I hate to rush you but this will need to be **submitted by tomorrow** in order to make the next council meeting.

Dane Eifling
Mobility Coordinator
City of Fayetteville, AR
Phone 479.575.8243
CITY OF FAYETTEVILLE ARKANSAS

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, September 15, 2025 4:18 PM
To: Eifling, Dane <deifling@fayetteville-ar.gov>; Combs, Sara <scombs@fayetteville-ar.gov>
Subject: Brasco Int'l

Dane and Sara,

We're trying to get ahead on upcoming agenda items and I'm working on the resolution for the Brasco Int'l transit stop improvements. The memo says: Staff has requested to waive competitive bidding for this purchase as both transit agencies require Brasco International per their standards for all shelters and seating. Ozark Regional and Razorback Transit are responsible for maintenance of all bus shelters and benches once installed.

Where does this information come from? In order to waive competitive bidding we have to establish that it's not feasible or practical to bid and I need some kind of backup for a statement like this.

Thanks,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-822

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Justin Bland, City Engineer
Chris Brown, Public Works Director
Keith Macedo, Chief of Staff

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **Crafton Tull & ARDOT Agreement - MLK Pedestrian Improvements**

RECOMMENDATION:
Staff recommends approval of a contract in the amount of $114,376.00 with Crafton, Tull & Associates, Inc. per RFQ 26-01, selection #3 to provide professional services for the design of the MLK Pedestrian Improvements project in concurrence with the on-call selection Task Order No 060 by the Arkansas Department of Transportation and approval of a Master Agreement Addendum with the Arkansas Department of Transportation.

BACKGROUND:
In 2025, the City of Fayetteville was awarded $500,000 through the Arkansas Department of Transportation's Transportation Alternatives Program. On May 29, 2025, Resolution 127-25 was approved to authorize an agreement of understanding with the Arkansas Department of Transportation for the M.L.K. Pedestrian Improvements Project. The grant amount includes funding for engineering design fees. Crafton Tull, listed on the Arkansas Department of Transportation's on-call selection list, was also selected through RFQ 25-01, Selection 3, by Fayetteville's selection committee to provide professional design services for the sidewalk project.

The Arkansas Department of Transportation has partnered with Crafton, Tull & Associates, Inc. to prepare the detailed scope of work described in Task Order 060 through their on-call services. The master agreement addendum establishes a tri-party arrangement for engineering design services among Crafton, Tull & Associates, the City of Fayetteville, and the Arkansas Department of Transportation, enabling the awarded grant funding to be applied toward the engineering fees.

DISCUSSION:
The M.L.K. Walkability Project will focus on connecting sidewalks along a half-mile section of the south side of M.L.K. Boulevard between Wood Avenue and Church Avenue. In addition to sidewalks, the project includes plans for an enhanced crosswalk at M.L.K. and Willow Avenue, as well as improvements to an Ozark Regional Transit stop at that intersection. This project was originally identified in Fayetteville's 2018 Mobility Plan through mapping analysis and a high volume of requests for pedestrian improvements in this area. It will advance Fayetteville's active transportation goals by providing safe and accessible infrastructure, encouraging more people to choose alternative modes of transportation.

BUDGET/STAFF IMPACT:

Funding for the engineering design will be provided with 80% from the Transportation Alternatives Program (TAP) Grant and 20% from local matching funds.

ATTACHMENTS: 3. Staff Review Form, 4. RFQ 26-01, Selection 3 - Final Vote, 5. MLK Ped. Improvements Concept - Church to Wood, 6. On-Call-LP-Addendum-CTA-City-of-Fayetteville - Signed by CTA, 7. CTA Proposal Task Order 060 - Signed by CTA

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

File #: 2026-822

A RESOLUTION TO AWARD RFQ #26-01 AND AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH CRAFTON, TULL & ASSOCIATES, INC. IN THE AMOUNT OF $114,376.00 FOR THE DESIGN OF THE MARTIN LUTHER KING, JR BOULEVARD PEDESTRIAN IMPROVEMENTS PROJECT, AND TO APPROVE A MASTER AGREEMENT ADDENDUM WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

WHEREAS, in 2025, the City was awarded $500,000.00 through the Arkansas Department of Transportation's Transportation Alternatives Program for the Martin Luther King, Jr. Boulevard Pedestrian Improvements Project; and

WHEREAS, on May 29, 2025, the City Council passed Resolution 127-25 authorizing an agreement of understanding with the Arkansas Department of Transportation for the Project which will focus on connecting sidewalks along a half-mile section of the south side of Martin Luther King, Jr. Boulevard, and

WHEREAS, the Arkansas Department of Transportation has partnered with Crafton, Tull & Associates, Inc. to prepare a detailed scope of work and a master agreement addendum will establish a tri-party arrangement for engineering design services among Crafton, Tull & Associates, the City of Fayetteville, and the Arkansas Department of Transportation, enabling the awarded grant funding to be applied toward the engineering fees.

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 RFQ #26-01, and authorizes Mayor Rawn to sign a professional engineering services contract with Crafton, Tull & Associates, Inc. in the amount of $114,376.00 for the design of the Martin Luther King, Jr. Pedestrian Improvements Project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign the master agreement addendum with the Arkansas Department of Transportation.

City of Fayetteville Staff Review Form

2026-822

Item ID

4/7/2026

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

Matt Mihalevich	3/12/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a contract in the amount of $114,376.00 with Crafton, Tull & Associates, Inc. per RFQ 26-01, selection #3 to provide professional services for the design of the MLK Pedestrian Improvements project in concurrence with the on-call selection task order No 060 by the Arkansas Department of Transportation and approval of a master agreement addendum with the Arkanss Department of Transportation.

Budget Impact:

4601.860.7216-5860.02 4802.860.7216-5860.02	Bond Program Grant Matching Street Projects 2024 Bonds
Account Number	Fund
46020.7216.2000	Street Project Bonds - MLK Walkability Impr, Wood Ave to Church Ave
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	500,000.00
		Expenses (Actual+Encum)	$	1,000.00
		Available Budget	**$**	**499,000.00**
Does item have a direct cost?	Yes	Item Cost	$	114,376.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	**$**	**384,624.00**

Purchase Order Number:

Previous Ordinance or Resolution # 127-25

Change Order Number:

Approval Date: 5/20/2025

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE ARKANSAS

SELECTION COMMITTEE - VOTING RESULTS

Selection Description: RFQ 26-01, Selection 3 - MLK Pedestrian Improvements

Selection Committee Date/Time: 2/25/2026 at 11:00 AM via Zoom

	Firms are listed in alphabetical order		
Overall RANK	*1* **Crafton Tull & Associates, Inc**	*2* **I & S Group, Inc**	*3* **Kimley-Horn and Associates, Inc**
1st	|||	
2nd		|||	
3rd			|||

OVERALL RANK SUMMARY SCORING

1st ranked firm: CRAFTON TULL & ASSOCIATES, INC

2nd ranked firm: I & S GROUP, INC

3rd ranked firm: KIMLEY-HORN AND ASSOCIATES, INC

Tallied by:

K Fitch

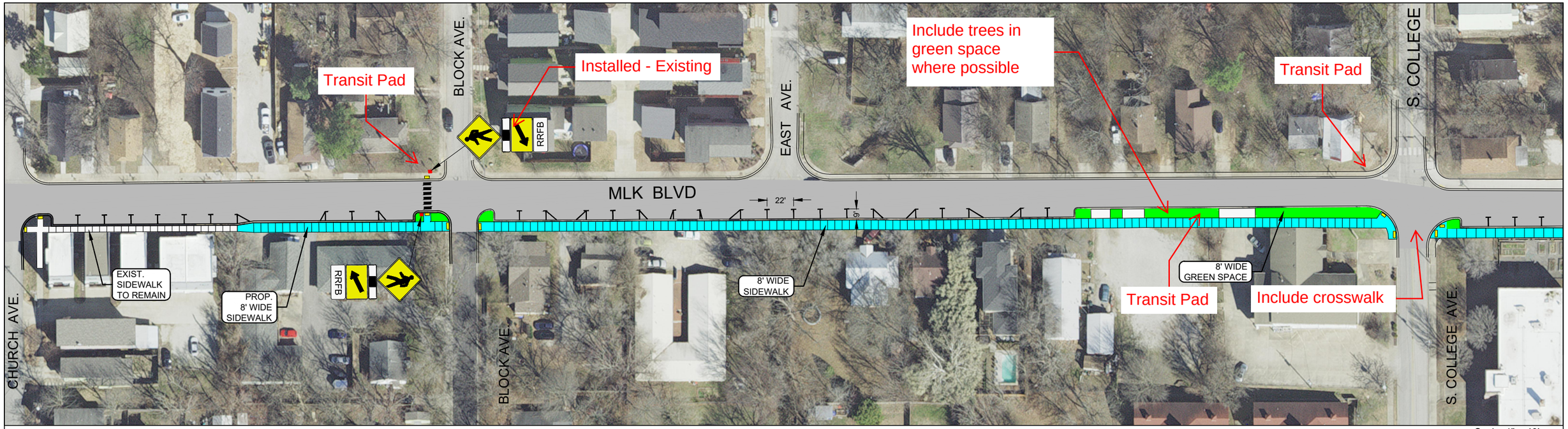
Kenny Fitch, Sr. Procurement Agent

Date: 02 / 27 / 26

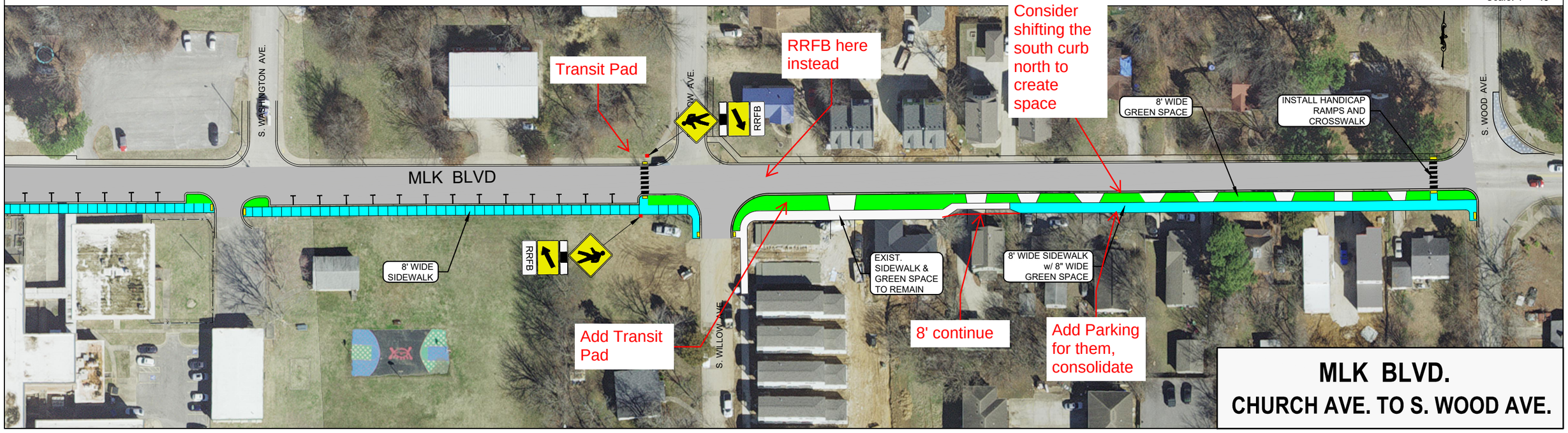
Trevel Young

Trevel Young, Procurement Agent

Date: 2 / 27 / 26



Scale: 1" = 40'



Scale: 1" = 40'

MLK BLVD.
CHURCH AVE. TO S. WOOD AVE.

MASTER AGREEMENT ADDENDUM

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)
CRAFTON, TULL & ASSOCIATES, INC.
INCORPORATION OF PROJECT SPONSOR

1. INCORPORATION OF SPONSOR

1.1. This Addendum is made and entered into as an addition to the Agreement dated February 18, 2025, between the Arkansas Department of Transportation (ARDOT) and Crafton, Tull & Associates, Inc., “Consultant”, (hereinafter referred to as the "Agreement"). The purpose of this Addendum is to incorporate the City of Fayetteville as the “Sponsor”, into the Agreement, ensuring all provisions, terms, and conditions of the Agreement are binding and applicable to the local agency.

1.2. The Sponsor is hereby added as a party to the Agreement and shall have all the rights, obligations, and responsibilities outlined in the original Agreement, as applicable. The Consultant agrees to provide services to the Sponsor as outlined in the Agreement, subject to all terms and conditions.

2. RESPONSIBILITIES

2.1. ARDOT will retain oversight and management authority to ensure compliance with applicable state and federal regulations. The Sponsor assumes responsibility for approving deliverables and milestones specific to the Sponsor's projects and coordinating directly with the Consultant for day-to-day project management and decisions.

2.2. The Consultant’s compensation for services rendered to the Sponsor shall be paid in accordance with the terms outlined in the Agreement. Payments for Sponsor-specific projects shall be made from Sponsor funds, subject to any ARDOT oversight or approval requirements as stipulated in the Agreement and reimbursed upon proof of payment for service and demonstrated adherence to Federal Acquisitions Regulation (FAR) Cost Principles.

2.3. The Sponsor shall be included alongside ARDOT in any provisions regarding indemnification, liability, or insurance requirements as outlined in the Agreement.

2.4. The Consultant shall comply with all federal, state, and local laws, regulations, and policies applicable to services performed for the Sponsor under this Agreement, as required for ARDOT administered agreements.

2.5. The Consultant shall maintain records for Sponsor-specific projects in accordance with the Agreement's requirements for audit and financial review. ARDOT retains the authority to review and audit records for Sponsor-administered projects to ensure compliance with applicable state and federal requirements.

2.6. This Addendum may be modified or terminated only by mutual written agreement of ARDOT, the Sponsor, and the Consultant. Termination of the Agreement or this Addendum does not relieve the Consultant of obligations related to prior services performed for the Sponsor.

2.7. All terms, conditions, and provisions of the original Agreement are hereby incorporated by reference into this Addendum and made applicable to the Sponsor, unless expressly modified herein.

3. CERTIFICATION OF SPONSOR

3.1. The Mayor of the City of Fayetteville certifies that neither the aforementioned consulting firm nor its representative has not been required, either directly or indirectly, as a condition for obtaining or executing this contract, to:

3.1.1. Employ or retain any firm or person, or agree to do so.

3.1.2. Pay or agree to pay any fees, contributions, donations, or any other form of consideration to any firm, person, or organization.

3.1.3. Except as expressly stated herein (if applicable).

4. NOTICE

Arkansas Department of Transportation
10324 Interstate 30
Post Office Box 2261
Little Rock, AR 72203
ConsultantContracts@ARDOT.gov

Crafton, Tull & Associates, Inc.
Michael Burns
901 N. 47th Street, Suite 400
Rogers, AR 72756
mike.burns@craftontull.com

City of Fayetteville
Molly Rawn, Mayor
113 W. Mountain Street
Fayetteville, AR 72701
Mayor@fayetteville-ar.gov

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

CRAFTON, TULL & ASSOCIATES, INC.

BY: _____
Michael Burns
Executive Vice President

ARKANSAS STATE HIGHWAY COMMISSION

BY: _____
Jared D. Wiley, P.E.
Director

CITY OF FAYETTEVILLE

BY: _____
Molly Rawn
Mayor

Disclaimer: This contract is being electronically signed. The DocExpress Document Signing History will be located on the final page of the executed contract. This document will have all dates and electronic signatures applicable to the execution of this contract.

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)
TASK ORDER NO. 060
JOB NO. 040993, FAYETTEVILLE M.L.K. PED. IMPVTS. (TAP-24) (S)

Date: (See DocExpress Document Signing History)

WHEREAS, the Arkansas State Highway Commission ("Commission") and **Crafton, Tull & Associates, Inc.** ("Consultant") entered into a Master Agreement for Engineering Services dated **February 18, 2025**; and

WHEREAS, the Master Agreement contemplates the issuance of Task Order Agreements involving the Commission, the Consultant, and a project sponsor ("Sponsor"); and

WHEREAS, the Sponsor, **City of Fayetteville**, has agreed to the terms and conditions of the Master Agreement through execution of the **Addendum**; and

WHEREAS, the services to be provided under this Task Order consist of **Title I** services, with additional phases to be authorized by amendment as appropriate and as determined by mutual agreement;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACT TYPE

1.1. This Task Order shall be a **Cost-Plus-Fixed-Fee Agreement**, in accordance with the terms of the Master Agreement.

2. CEILING PRICES

2.1. The Total Ceiling Price for this Task Order is **$114,376**.

2.2. The Title I Ceiling Price is **$114,376**.

2.3. The Title II Ceiling Price is **Not Applicable.**

2.4. The Fixed Fee is **$12,192.**

3. INDIRECT COST RATE

3.1. The most recently accepted indirect cost rate at the time of execution is for **FY2024**.

3.2. The applicable indirect cost rate is **149.65**%.

3.3. The applicable Facilities Capital Cost of Money (FCCM) is **1.43**%.

4. ATTACHMENTS

4.1. Attachment A – Scope of Work

4.2. Attachment B – Justification of Costs and Fees

4.3. Attachment C – Master Rates

4.4. Attachment D – Project Schedule

5. COMPLETION DATE

5.1. The 30% design plans shall be submitted no later than **March 1, 2026**.

5.2. The 60% design plans shall be submitted no later than **May 1, 2026**.

5.3. The 90% design plans shall be submitted no later than **August 1, 2026**.

5.4. The 100% design plans shall be submitted no later than **October 1, 2026**.

5.5. The anticipated completion date for Title I Services is **December 31, 2026.**

6. CORRESPONDENCE

6.1. The Sponsor, Local Programs Division, and Consultant Contracts Division shall be copied on this task order and all related correspondence.

6.2. The Sponsor's designated representative for this Task Order is **Dane Eifling**.

6.3. Invoices shall be submitted to the following:

ARDOT: LPA@ardot.gov
Sponsor: via Dane Eifling at deifling@fayetteville-ar.gov

7. EXECUTION

IN WITNESS WHEREOF, the parties execute this Task Order, to be effective upon the Date Set Out in DocExpress.

CRAFTON, TULL & ASSOCIATES, INC.

By: _____
Michael Burns
Executive Vice President

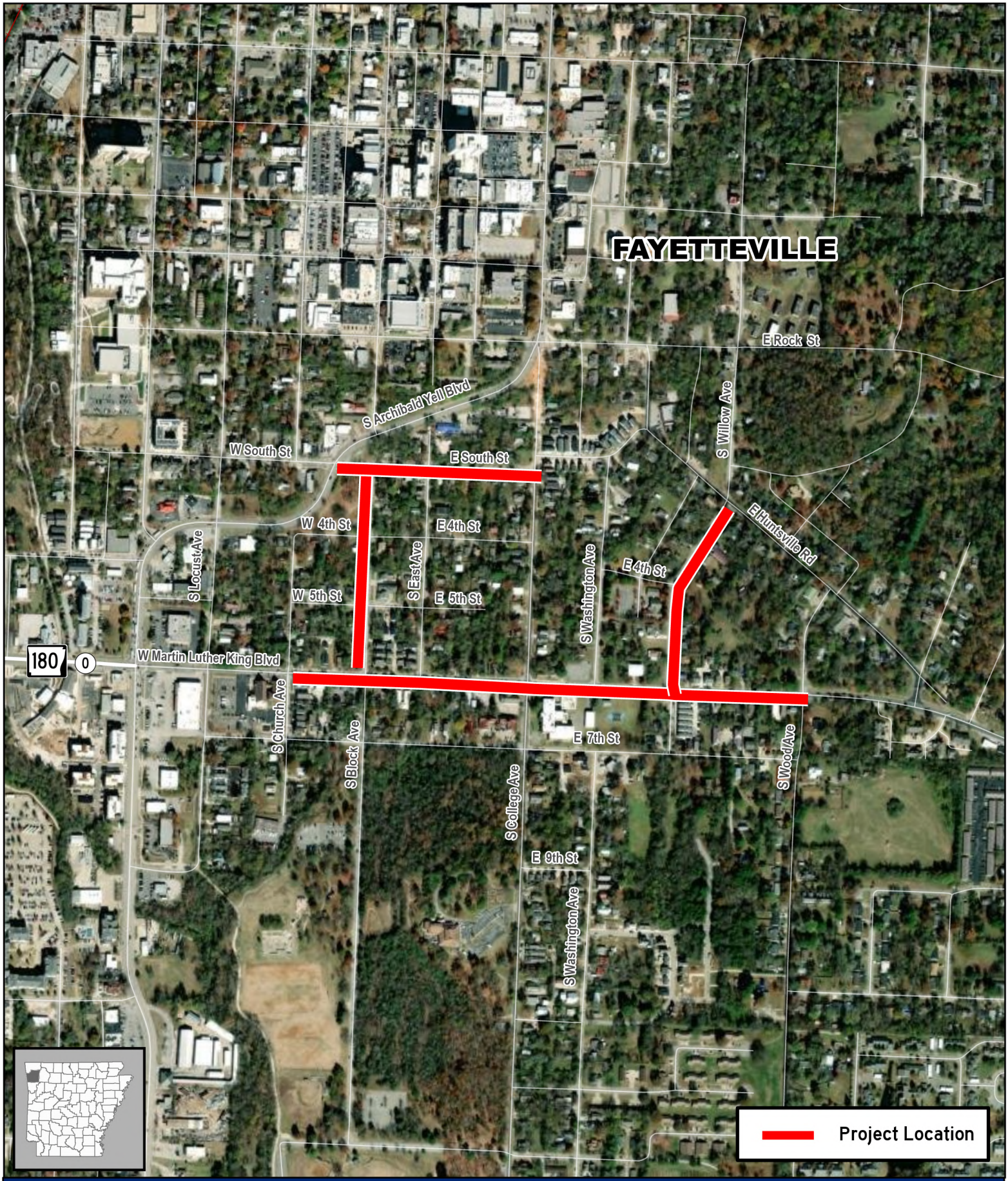
ARKANSAS STATE HIGHWAY COMMISSION

By: _____
Jared D. Wiley, P.E.
Director

CITY OF FAYETTEVILLE

By: _____
Molly Rawn
Mayor

Disclaimer: This contract is signed in DocExpress. The Signing History with all dates and electronic signatures applicable to the execution of this Task Order is located on the final page of the executed contract.



Job 040993

Fayetteville M.L.K. Ped. Impvts. (TAP-24) (S)

Washington County

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 250 500 Feet

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ON-CALL SERVICES

LOCAL FEDERAL AID PROJECTS (2025-2028)

TASK ORDER NO. 060

JOB NO. 040993, FAYETTEVILLE M.L.K. PED. IMPVTS. (TAP-24) (S)

SCOPE OF WORK

DESCRIPTION OF THE PROJECT

The City of Fayetteville is proposing to engage a design firm or a team of design firms to provide professional engineering services for Job No. 040993: Fayetteville M.L.K. Ped. Impvts.

The M.L.K. Walkability Improvements project includes enhancements along Martin Luther King, Jr. Boulevard. These improvements consist of the addition of an 8-foot-wide shared-use paved side path with greenspace separation on the south side of the street along an approximately half-mile section from Church Avenue to Wood Avenue. This section will include extending an existing box culvert around the intersection of M.L.K. and East Avenue. Improvements also include modifications to and/or relocation of 2-4 existing transit stops, as well as a Rectangular Rapid Flashing Beacon (RRFB) enhanced crosswalk with associated curb and ADA ramp improvements across M.L.K. at Willow Avenue on the east side of the intersection.

The plans will not be required to be prepared in standard ARDOT format.

SERVICES PROVIDED BY THE SPONSOR

1. SURVEYS

1.1. Provide Available Parcel Surveys

1.2. Provide Design Survey

1.3. Provide Available Topographic Surveys of the Area

2. ENVIRONMENTAL

2.1. Publish and Pay for Public Notices and Legal Notices

3. DESIGN

3.1. Provide Existing Construction Plans

3.2. Provide Project Goals

3.3. Review and Approve of All Design Plans

4. RIGHT-OF-WAY

4.1. Provide Existing Right-of-Way Plans (if available)

SERVICES PROVIDED BY ARDOT

5. ENVIRONMENTAL

5.1. Provide Environmental Constraints

5.2. Provide final Categorical Exclusion (CE) document

5.3. Provide guidance regarding public meetings to comply with federal requirements

5.4. Coordinate with State Historic Preservation Office (SHPO) and other agencies as necessary

6. DESIGN

6.1. Review and Approve of All Design Plans

7. RIGHT-OF-WAY

7.1. Provide Existing Right-of-Way Plans (if available)

8. UTILITIES

8.1. Review and Approve Utility Plans

TITLE I SERVICES TO BE FURNISHED BY THE CONSULTANT

Submit an updated cost estimate with each design review, including costs for utilities, etc. as applicable. The scope of work for engineering services will generally consist of providing the following tasks:

9. CONCEPTUAL DESIGN (30% SUBMITTAL)

9.1. Submit design criteria to be used in the design of the project for approval by the Sponsor and ARDOT prior to beginning conceptual design work.

9.2. Submit 30% plans for review by the Sponsor and ARDOT to include at a minimum: the proposed alignment with horizontal curve data, grades with vertical curve data, limits of construction, existing property lines and right of way, floodway and floodplain limits, and existing aerial photography and/or topographic survey.

9.3. Identify utility conflicts associated with proposed alignment.

9.4. Any existing curb ramp that must be rebuilt in the project is to be compliant with the Americans with Disabilities Act (ADA) requirements.

9.5. Any new curb ramp included in this project is to be compliant with ADA requirements.

10. PRELIMINARY DESIGN (60% SUBMITTAL)

10.1. Provide concrete mix design and strength specifications for proposed project if ARDOT Standard Specifications are not used.

10.2. Include any drainage design necessary to meet design requirements and standards.

10.3. Preliminary plans shall be submitted at the 60% level for Sponsor and ARDOT approval of the geometric design, title sheet, and typical sections.

REQUIREMENTS FOR PRELIMINARY PLANS (60% SUBMITTAL)

10.4. The Title Sheet.

10.5. The typical sections will include notes pertaining to slopes, tolerances, leveling, and other items. The typical sections will contain information depicting the width of the subgrade, sidewalk, and clear zones. The point of profile will be defined and the location of any pipes or utilities if needed will be illustrated. The location and shape for all ditches will also be depicted.

10.6. Project specific details required to properly construct elements of the job that are not covered in the standard drawings or other plan drawings will be developed as needed.

10.7. Control detail sheets of the survey baseline and design centerline with control point data.

10.8. ***PLAN & PROFILE SHEETS:*** The plan and profile sheets will contain information including the following in the plan view: proposed centerline, existing topography, existing utilities, horizontal geometry (curve data, PI's, bearings), north arrow, sidewalk dimension, proposed driveways and side streets, proposed cross drains and related construction notes, guardrail locations, turning radii, limits of existing and proposed right-of-way and control of access (including fence), permanent and temporary construction easements, construction limits, location of right-of-way points and benchmarks, floodplain limits, and other data as required; profile view: proposed vertical geometry (including VPI's, grades, and ditch grades), existing ground profile, and drainage information.

10.9. Erosion control plans.

10.10. Make revisions necessary to respond to comments made at the 30% review.

10.11. Provide design information necessary for environmental documentation and environmental permits to be obtained by ARDOT.

11. FINAL DESIGN (90/100% SUBMITTAL)

11.1. The objective of this phase is to complete plans for the project. In the final design phase, comments from the 60% submittal will be addressed, all quantities will be calculated, plans developed, and a construction cost estimate calculated. The 90% plans review will be performed, and comments will be incorporated into the final plans. The final design of the project will proceed with the written approval by the Sponsor and ARDOT.

11.2. Comments from the review of 60% plans will be incorporated in 90% plans and all sheets will be updated with appropriate quantity callouts once quantities are tabulated.

11.3. Survey control sheets will show the horizontal and vertical control points and horizontal alignment data in plan view at the appropriate scale. The following information will be provided: Traverse Point Table-Point number, northing, easting, and elevation (if applicable), horizontal alignment data-curve number, point type (PC/PI/PT), station, northing, and easting. The appropriate notes will also be included.

11.4. Erosion control plans will be developed and will include temporary measures that will be put in place at the start of construction. The information for temporary measures includes the location of silt fences (station/offset at PI's), rock berms, sediment basins, as well as other strategies to prevent pollution of streams by stormwater runoff from the project site. Permanent erosion control measures that will be left in place after construction is complete will also be noted.

11.5. Cross sections will be shown at a 1:1 scale. In addition, any matchlines will be labeled and sections will be provided at any pipes/culverts perpendicular to centerline construction.

11.6. Plan and profile sheets related to the relocation of existing water and sewer facilities which are directly affected by the project.

11.7. Quantities will be calculated and tabulated using the 2014 Standard Specifications for Highway Construction and the appropriate supplemental and job specific special provisions and ARDOT's "Roadway Design Plan Development Guidelines" and "Roadway Design Training Guide".

11.8. Provide special provisions.

11.9. Provide construction cost estimate.

11.10. Provide one electronic pdf, MicroStation (if requested by ARDOT), and AutoCad/Civil 3D files of plans for right of way review, and 90% plan review.

11.11. Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection.

11.12. Perform all other work required to advertise and receive bids.

12. PROJECT CONDITIONS OF THE WORK:

12.1. Consultant fee estimate must be agreed upon by all parties.

12.2. The facility shall be designed in accordance with the Sponsor's Master Street Plan (if applicable), latest edition of AASHTO, "A Policy on Geometric Design of Highways and Streets"; the latest edition of NACTO, "Urban Bikeway Design Guide"; and ARDOT policies, current AREMA publications as appropriate and policies. Other appropriate AASHTO publications and guide specifications shall also be utilized. Upon completion of the contract, the Consultant shall furnish to the Sponsor all electronic files of the project design and plans, Adobe Acrobat PDF file format & AutoCad/Civil 3D file format.

12.3. All plans and surveys shall be in U.S. Foot Units and based on Arkansas State Plane Grid, localized in the existing Sponsor's Control Network, with ties to ARDOT control points.

12.4. In addition, all design surveys and/or land surveys required and agreed upon by the ARDOT, shall be performed to Arkansas minimum standards. All survey work shall be supervised and certified (stamped) by a Professional Land Surveyor registered in Arkansas.

12.5. Construction specifications shall be the current edition of the Sponsor's Standard Specifications, supplemented by the 2014 Arkansas Department of Transportation Specifications for Highway Construction.

12.6. Coordinate design and construction with franchise utility companies' relocations and/or new locations to assure adequate space for all facilities and timely relocations.

12.7. Provide right of way acquisition documents and engineering services required for acquisition of rights of way and easements, as needed.

13. TASK ORDER COORDINATION

13.1. Coordination meetings will be conducted on an as needed basis. These meetings shall include the Consultant, the Sponsor, ARDOT and others, as appropriate. The Consultant shall schedule these meetings with the Sponsor and ARDOT concurrence, and compile and distribute meeting minutes, as required.

TITLE I DELIVERABLES:

14. DESIGN (10%)

14.1. Map(s) for Design

14.2. Cost Estimates

14.3. Design Criteria

15. CONCEPTUAL DESIGN PHASE (30%)

15.1. 30% Complete Plans

16. PRELIMINARY DESIGN PHASE (60%)

16.1. 60% Complete Plans

16.2. Meeting Minutes from Coordination Meetings

17. FINAL DESIGN PHASE (90/100%)

17.1. 90% Complete Design Plans

17.2. Final Design Plans signed and sealed by an Arkansas Registered Professional Engineer

17.3. Provide Special Provisions and complete Project Manual for bidding

17.4. Provide construction cost estimate

17.5. Meeting Minutes from Coordination Meetings

17.6. Electronic files of the project design and plans in AutoCad/Civil 3D format that is fully indexed (all reference files attached and set to load automatically.) This includes the electronic copies of project submittals, electronic files of the Project Manual, Special Provisions, design calculations, drainage report, geotechnical report, cost estimates, etc. in Adobe Acrobat PDF format and in Word and Excel format (if applicable).

Attachment B - Justification of Costs and Fees
December 22, 2025
Job No. 040993: Fayetteville M.L.K. Ped. Impvts. (TAP-24) (S)
Task Order No. 060
PROJECT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FIXED FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	52	$8,669	$1,034	$0	$9,703
ROADWAY DESIGN & PLANS	760	$93,515	$11,158	$0	$104,673
SUBTOTAL TITLE I	**812**	**$102,184**	**$12,192**	**$0**	**$114,376**
TOTAL TITLE I	812	**$102,184**	**$12,192**	**$0**	**$114,376**
TOTAL PROJECT	812	**$102,184**	**$12,192**	**$0**	**$114,376**

Attachment B - Justification of Costs and Fees
December 22, 2025
Job No. 040993: Fayetteville M.L.K. Ped. Impvts. (TAP-24) (S)
Task Order No. 060

PROJECT MANAGEMENT

MANHOURS								
TASK	ADMIN IV	ENGR CAD TECH II	PROJ. ENGR.	SR ENGR. MNGR.	CAT5	CAT6	CAT7	TOTAL
General								
Item 1 - Project Kickoff Meeting			2	2				4
Item 2 - 30/60/90/Final Coordination				24				24
Item 3 - Monthly Billings	10			10				20
Item 4 - Project Closeout				4				4
TOTAL MH - PROJECT MANAGEMENT	10	0	2	40	0	0	0	52

LABOR COSTS			
Category - Description	Rate	MH	Amount
Administrative IV	$30.08	10	$301
Engineering CAD Tech II	$29.82	0	$0
Project Engineer	$48.64	2	$97
Sr. Engineering Manager	$76.38	40	$3,055
		Subtotal	$3,453
	Overhead	149.65%	$5,167
		Subtotal	$8,620
		Fixed Fee	$1,034
	FCCM	1.43%	$49
		Subtotal Labor Costs	**$9,703**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.00	$0.00
Printing (11 x 17 B&W)		each	$0.00	$0.00
Printing (8 1/2 x 11 color)		each	$0.00	$0.00
Printing (11 x 17 Color)		each	$0.00	$0.00
Mileage (provide a basis for the estimate)		miles	$0.700	$0.00
Lodging - statewide (x nights / x persons)		night	$132.00	$0.00
Meals - 1st day & last day travel Statewide Lunch/Dinner (# persons)		day	$51.00	$0.00
Meals - Statewide B/L/D (# days x # persons)		day	$68.00	$0.00
(Other direct expenses - detail here and the billing units)		each	$0.00	$0.00
			Subtotal Expenses	$0.00
			Subtotal Expenses (rounded)	$0
			TOTAL COSTS - PROJECT MANAGEMENT	**$9,703**

Attachment B - Justification of Costs and Fees
December 22, 2025
Job No. 040993: Fayetteville M.L.K. Ped. Impvts. (TAP-24) (S)
Task Order No. 060

ROADWAY DESIGN & PLANS

MANHOURS								
TASK	ADMIN IV	ENGR CAD TECH II	PROJ. ENGR.	SR ENGR. MNGR.	CAT5	CAT6	CAT7	TOTAL
Preliminary Layout		8	4					12
30% Design Phase								
Define Design Criteria			4	4				8
30% Plans - Title, Typical, P&Ps		40	20	8				68
Submit 30% Plans				4				4
60% Design Phase								
Corrections per 30% Comments		16		4				20
Drainage Design			20	4				24
Hydraulic Analysis			20	8				28
Utility Coordination			24	8				32
60% Plans - 30% + Drainage/Grading + Erosion + Details		80	40	40				160
60% Estimate		4	4					8
Submit 60% Plans				4				4
90% Design Phase								
Corrections per 60% Comments		20	8	4				32
90% Plans - Full set		80	40	40				160
Special Provisions			20	8				28
Floodplain Development Permit (No-Rise)			40	16				56
90% Construction Cost Estimate/Quantities		8	8	8				24
Submit 90% Plans				8				8
100% Design Phase								
Corrections per 90% Plans		24	24	20				68
Final Construction Cost Estimate			4	4				8
Submit 100% Plans + Authorization to Advertise				8				8
TOTAL MH - ROADWAY DESIGN & PLANS	0	280	280	200	0	0	0	760

Attachment B - Justification of Costs and Fees
December 22, 2025
Job No. 040993: Fayetteville M.L.K. Ped. Impvts. (TAP-24) (S)
Task Order No. 060

ROADWAY DESIGN & PLANS

MANHOURS

TASK	ADMIN IV	ENGR CAD TECH II	PROJ. ENGR.	SR ENGR. MNGR.	CAT5	CAT6	CAT7	TOTAL

LABOR COSTS

Category - Description	Rate	MH	Amount
Administrative IV	$30.08	0	$0
Engineering CAD Tech II	$29.82	280	$8,350
Project Engineer	$48.64	280	$13,619
Sr. Engineering Manager	$76.38	200	$15,276
		Subtotal	$37,245
	Overhead	149.65%	$55,737
		Subtotal	$92,982
		Fixed Fee	$11,158
	FCCM	1.43%	$533
		Subtotal Labor Costs	**$104,673**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.00	$0.00
Printing (11 x 17 B&W)		each	$0.00	$0.00
Printing (8 1/2 x 11 color)		each	$0.00	$0.00
Printing (11 x 17 Color)		each	$0.00	$0.00
Mileage (provide a basis for the estimate)		miles	$0.700	$0.00
Lodging - statewide (x nights / x persons)		night	$132.00	$0.00
Meals - 1st day & last day travel Statewide Lunch/Dinner (# persons)		day	$51.00	$0.00
Meals - Statewide B/L/D (# days x # persons)		day	$68.00	$0.00
			Subtotal Expenses	$0.00
			Subtotal Expenses (rounded)	$0
			TOTAL COSTS - ROADWAY DESIGN & PLANS	**$104,673**

Classification	2025 Max. Hourly Rate
Engineering Principal	$ 122.00
Sr. Engineering Manager	$ 103.00
Engineering Manager	$ 84.00
Sr. Project Engineer	$ 78.00
Project Engineer	$ 55.00
Engineer Intern III	$ 52.00
Engineer Intern II	$ 49.00
Engineer Intern I	$ 47.00
Sr. Engineering Designer	$ 73.00
Engineering Designer III	$ 52.00
Engineering Designer II	$ 47.00
Engineering Designer I	$ 35.00
Engineering CAD Technician III	$ 34.00
Engineering CAD Technician II	$ 33.00
Engineering CAD Technician I	$ 26.00
Environmental Manager	$ 75.00
Sr. Environmental Scientist	$ 55.00
Environmental Scientist II	$ 40.00
Environmental Scientist I	$ 32.00
Environmental Field Technician	$ 25.00
Sr. Planning Manager	$ 90.00
Planning Manager	$ 74.00
Sr. Planner	$ 68.00
Project Planner	$ 60.00
Planner II	$ 45.00
Planner I	$ 32.00
Sr. Landscape Architect	$ 65.00
Landscape Architect Manager	$ 66.00
Landscape Designer II	$ 38.00
Landscape Designer I	$ 35.00
Sr. GIS Manager	$ 60.00
GIS Manager	$ 47.00
GIS Analyst	$ 37.00
GIS Technician II	$ 29.00
GIS Technician I	$ 23.00
Surveying Principal	$ 116.00
Sr. Surveying Manager	$ 87.00
Surveying Manager	$ 68.00
Sr. Project Surveyor	$ 60.00
Project Surveyor	$ 55.00
Survey Coordinator	$ 52.00

Classification	2025 Max. Hourly Rate
Surveyor Intern II	$ 44.00
Surveyor Intern I	$ 35.00
Crew Chief II	$ 45.00
Crew Chief I	$ 35.00
Field Surveyor III	$ 32.00
Field Surveyor II	$ 29.00
Field Surveyor I	$ 25.00
Survey CAD Technician III	$ 45.00
Survey CAD Technician II	$ 32.00
Survey CAD Technician I	$ 29.00
Administrative Principal	$ 116.00
Administrative Manager	$ 82.00
Administrative IV	$ 58.00
Administrative III	$ 52.00
Administrative II	$ 36.00
Administrative I	$ 21.00

ATTACHMENT D

Schedule

Job. No. 040993 – Fayetteville MLK Ped. Impvts. (Tap-24)(S)

Notice to Proceed: January 2026

Project Kickoff Meeting: February 1, 2026

30% Design Package: Delivered March 1, 2026 (4 weeks)

30% Plan review (2 weeks)

60% Design Package: Delivered May 1, 2026 (6 weeks)

60% Plan review (2 weeks)

Utility coordination April – June 2026

ROW Acquisition Documents: July 2026

90% Design Package: Delivered August 1, 2026

90% Plan review (2 weeks)

Final Plans/Authorization to Advertise: October 1, 2026

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-516

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Matt Mihalevich, Active Transportation Manager
Justin Bland, City Engineer
Chris Brown, Public Works Director
Keith Macedo, Chief of Staff

FROM: Dane Eifling, Mobility Coordinator

SUBJECT: **Traffic Calming Policy Update**

RECOMMENDATION:
Staff recommends updating the traffic calming policy based on Transportation Committee recommendations.

BACKGROUND:
In 2003, in response to multiple complaints about speeding in residential neighborhoods, a traffic calming policy was recommended as part of a citywide traffic study. Although the policy was never formally adopted, its framework was used for several years to prioritize requests through a points-based scoring system. The primary factors considered were traffic speed and traffic volume.

This system remained in use until approximately 2008, when funding constraints resulted in traffic calming being removed from the City's budget. In 2019, staff resumed evaluating traffic calming requests using the informal policy framework that had been in place since 2008. At that time, it became clear that the existing policy did not align with neighborhood expectations, as nearly all requests failed to meet the established thresholds. In response, staff drafted a revised traffic calming policy, which was adopted by City Council in March 2021 as resolution 95-21 and remains in effect today.

Shortly after the 2021 policy was adopted, City Council approved a new default speed limit of 20 mph for residential streets, and speed limits were adjusted on most streets throughout Fayetteville.

DISCUSSION:
Since 2021, city staff has responded to approximal 200 formal requests for traffic calming on various streets in Fayetteville. Under the existing policy the City has installed speed cushions traffic calming on the following streets:

1. Ash St
2. Assembly Dr
3. Stubblefield Rd
4. Sequoyah Dr
5. Roberts Rd
6. Alberta St

7. Harold St
8. Morning Mist Dr
9. Elm St
10. Duncan Ave
11. New Bridge Rd
12. Bulldog Blvd
13. East Oaks Dr
14. S College Ave
15. Happy Hollow Rd

The current policy is a point-based system that requires 35 points or an 85th percentile speed of 35 MPH on residential link or urban center classified streets to qualify. Points are mostly based on traffic speed and volume with additional points added for lack of sidewalks and proximity to schools. A neighborhood consensus of 60% approval from residents is also required with residents voting to approve exact location and type of treatment.

The proposed updates to the policy keep the framework of the existing policy intact but make some key changes to the scoring system and eligibility requirements to better align the policy to the expectations of the public and the original intent to provide traffic calming focused on safety in mitigating higher speed “cut through” traffic on residential and minor urban streets.

Key changes include:

- Basing the speed score on the posted or statutory speed limit of the street rather than a default 25 mph
    - This increases overall points scored for most streets with 20 mph speed limits
- Adding 2.5 points for streets designated as on-street bicycle routes
- Subtracting 5 points for streets with fully separated sidewalks or side paths
- Allowing low-volume neighborhood link streets with less than 1,500 ADT to qualify
- Increasing the minimum qualifying score from 35 to 50 points
- Simplifying the process for requesting a traffic study by requiring five signatures rather than signatures from 70% of residents
- Lowering the maximum allowable ADT from 4,000 to 3,000
- Requiring a minimum of 15 resident signatures to approve any installation

These changes have been reviewed and approved by City Council’s Transportation Committee and recommended for adoption.

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: 3. Staff Review Form, 4. Traffic Calming Policy 2026 Draft Revision - Red Line, 5. Traffic Calming Policy 2026 Draft Revision - Clean

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

File #: 2026-516

A RESOLUTION TO APPROVE A NEW TRAFFIC CALMING POLICY

WHEREAS, on March 16, 2021, the City Council passed Resolution 95-21 approving a Traffic Calming Policy; and

WHEREAS, since the new policy was approved, the City Council approved a new default speed limit of 20 miles per hour for residential streets and speed limits were adjusted on most streets throughout Fayetteville; and

WHEREAS, staff recommends an update, which will keep the framework of the existing policy intact but make some key changes to the scoring system and eligibility requirements to better align the policy to the expectations of the public and the original intent to provide traffic calming focused on safety in mitigating higher speed "cut through" traffic on residential and minor urban streets.

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 new Traffic Calming Policy, a copy of which is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2026-516

Item ID

4/7/2026

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

Matt Mihalevich	3/3/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends updating the traffic calming policy based on Transportation Committee recommendations.

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 Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	-

Purchase Order Number:

Previous Ordinance or Resolution # 95-21

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

TRAFFIC CALMING POLICY

Update ~~EFFECTIVE MARCH 17, 2021~~Draft March 2026

INTRODUCTION

Excessive traffic speeds in neighborhood areas is an issue of concern to citizens in Fayetteville. This policy addresses a procedure through which neighborhoods can be considered for traffic calming measures. Traffic calming is the management of traffic through the use of roadway design features. Traffic management through traffic calming is most effective if the features are both warranted and properly designed.

Traffic calming solutions may be warranted where there is a demonstrated need for traffic calming, and where solutions can be identified that may address the need. Not only must the needs be perceived by the neighborhood, but they must also be documented to be substantive. In order for traffic calming strategies to be effective, traffic data collection and analysis must validate that calming needs are legitimate. These traffic studies may include:

1. Speed studies
2. Vehicle and pedestrian counts
3. Through-traffic surveys
4. Accident records

Effective solutions for valid needs also require that the selected traffic calming strategy be appropriate for the need. Once an effective strategy for traffic calming has been selected, it should be properly designed in accordance with the relevant design parameters. These should include consideration of:

1. Traffic volume
2. Design speed
3. Design vehicle characteristics
4. Emergency services

Although warranted and properly designed traffic calming strategies can have the desired benefits of managing traffic, they also can create disadvantages to adjacent streets and neighborhoods and to the traveling public at large. Traffic calming can have the potential of shifting an existing traffic problem to another street or neighborhood. Traffic calming may also increase delay for emergency response vehicles and can increase long term maintenance costs for the City. Because of the controversy and potential disadvantages, traffic calming should be implemented only with the majority consent of those directly impacted.

DRAFT

This policy therefore provides guidelines for the following traffic calming activities:

1. Requests for traffic calming consideration
2. Prioritization of requests
3. Identification and approval of traffic calming strategies
4. Programming of traffic calming improvements
5. Design of traffic calming projects
6. Evaluation of traffic calming projects

REQUESTS FOR TRAFFIC CALMING CONSIDERATION

Requests for traffic calming received will be catalogued, and will be assigned to one of three tiers:

Tier 1: Proximity to Schools (1/2-mile walkshed) or other significant points of interest
Tier 2: Obvious cut-through opportunities (based on engineering best judgement, could be supplemented with traffic count study)
Tier 3: Dead-end or disconnected areas of the transportation network

If a resident~~citizen~~ requests police patrol enforcement, the request will be forwarded to the Police Department for possible enforcement action.

Requests from multiple streets may be grouped together and/or staff may add streets that may be impacted by traffic calming to requests. If such grouping occurs, the requirements of the next section will apply to the grouped streets.

PRIORITIZATION OF TRAFFIC CALMING REQUESTS

Locations assigned to Tier 1 or Tier 2 will be scheduled for further study upon receipt by the City Engineer of a petition or other affirmative response by at least five signatures ~~one member of seventy percent (70%) of the~~from property owners~~ersh~~ or residents of ~~ips facing~~ the street(s) on which the traffic calming study is requested or written request from a Property Owners Association or other similar group.

A block shall consist of every developed property having frontage on the street to be studied between successive intersecting streets. A typical traffic calming petition shall include, at a minimum, a description of the street or streets which are to be included in the calming study and the signature or other written evidence of approval~~70% of the~~ . Where more than one person is listed as owner for each property, only one person shall be entitled to vote or sign a petition. Likewise, if multiple properties are owned by the same person or persons, the owner(s) will only be entitled to one vote or signature on the petition. ~~This definition of property owner shall apply throughout this policy document.~~

Active Property Owners Associations (POA's) may also provide approve or disapprove a traffic calming project. Written communication from association leadership may be used to meet the consensus requirements instead of a petition signed by residents.

The City staff assigned to administer traffic calming studies will review the request for validity and will assess whether other streets may be impacted by implementation of traffic calming strategies.

City staff will define the area of potential impact resulting from the traffic calming implementation on a case by case basis.

Relevant data to be collected for the study includes:

1. Speed and volume counts
2. Accident experience
3. Distance to schools and other pedestrian generators
4. Pedestrian facilities

This data will be used to assign a point value to each Tier 1 and Tier 2 location, as follows:

Speed	Per Calc.	5pts for each MPH over five MPH over ~~25 MPH~~ the posted or statutory speed limit -using the 85th percentile
Volume	Per Calc.	ADT/100
Sidewalks and Bikeways	-5 to~~0~~ -5 pts	5 pts if no continuous accessible sidewalks, 2.5pts if one side, 2.5 points street is part of designated shared on-street bike route. Subtract 5 points for streets with continuous adequate/comfortable sidewalks or side paths.
Crashes	0 to -5 pts	1 point for each auto accident/year at one location, 3 points for any fatal or serious injury crash or crash involving a pedestrians or bicyclists.
School zones and Pedestrian Activity~~Walkshed~~	0 to -10 pts	10 pts within quarter-mile radius, 7.5pts if between quarter- and half-mile radius, 5pts within half-mile radius, 2.5pts if partially in half-mile radius or within half mile of a major pedestrian activity generator such as large city park, employment cent, university or community center.

Locations receiving a minimum of **50 points, or that have 85th percentile speeds 35~~above 35~~ mph or higher** will receive further consideration for traffic calming under this program. Locations with 85th percentile speeds not exceeding 5 mph over the speed limit will not receive further consideration regardless of score.

Streets that do not meet these minimum criteria, and dead-end or disconnected streets that are placed in Tier 3 generally will not be considered for structural traffic calming, but may be considered for enforcement and are eligible for consideration of tactical urbanism permits.

IDENTIFICATION OF TRAFFIC CALMING STRATEGIES

City staff shall present to the residents living within the area of potential impact the results of the traffic calming study and rating. Where traffic calming may be appropriate, staff will present options for traffic calming in the affected area. **Sixty percent (60%) or more of the property owners in the area of potential impact must support the proposed strategy option(s) with a minimum of 15 affirmative votes** before the City will consider traffic calming implementation.

In certain circumstances, the 60% requirement may be waived. These circumstances may include locations that have disinterested owners (e.g. locations with a large percentage of rental properties or locations adjacent to a single multifamily apartment complex) or other situations that are deemed necessary for public safety by the City.

PROGRAMMING OF TRAFFIC CALMING IMPROVEMENTS

Periodically, but not less than once each year, City staff will prioritize those traffic calming strategies within the City that have been approved within their area of impact. Prioritization will be based on the rating system. The City Council Transportation Committee will approve projects to be implemented, up to the yearly budget as determined by City Council. Those traffic calming improvement locations not selected will remain in consideration for up to three years.

City ward boundaries should be considered so that projects affecting each ward can be implemented.

DESIGN OF TRAFFIC CALMING PROJECTS

The design of traffic calming devices must meet the following criteria:

1. Only r~~Only r~~esidential links, ~~or~~ urban center streets with less than 3,000 ADT and neighborhood link streets with less than 1,500 ADT are eligible. ~~.~~
~~2. The street shall have an ADT of less than 4,000.~~
2~~3~~. Limited to streets having only one lane of through traffic in each direction.
3~~4~~. Streets must not be primary emergency routes, as ~~determine~~determined by the Police and Fire Departments.
4~~5~~. At the discretion of the City Engineer, certain traffic calming measures may not be used if they would create an unsafe condition for motorists driving at normal speeds under average driving conditions.
5~~6~~. Streets must not be through truck routes unless an acceptable alternative route is identified and approved. Design of traffic calming features shall accommodate a single unit truck.

EVALUATION OF TRAFFIC CALMING PROJECTS

Six months following the completion of the traffic calming improvements, City staff may undertake a follow-up study to determine if the traffic calming features have achieved the initial purpose of the project. If unacceptable impacts are identified, corrective measures may be taken. Traffic calming measures may be removed after the evaluation period for any of the following reasons:

1. Emergency response is significantly impacted.
2. The problem for which the traffic calming was implemented has been transferred to another street.
3. At least sixty percent (60%) of the property owners in the defined area of impact sign a petition to remove the traffic calming measures. This option will result in complete

removal of all measures. Where traffic calming measures are removed by petition, a period of at least 3 years must pass before future petitions for traffic calming measures will be considered on the same street(s).

4. If traffic volumes have increased beyond established limits for traffic calming, or sidewalk or trail infrastructure has been added, traffic calming measures may be reduced or removed.

CITY OF
FAYETTEVILLE
ARKANSAS

TRAFFIC CALMING POLICY

Update Draft March 2026

INTRODUCTION

Excessive traffic speeds in neighborhood areas is an issue of concern to citizens in Fayetteville. This policy addresses a procedure through which neighborhoods can be considered for traffic calming measures. Traffic calming is the management of traffic through the use of roadway design features. Traffic management through traffic calming is most effective if the features are both warranted and properly designed.

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-495

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Kit Williams, City Attorney

FROM: Teresa Turk, Ward 4, Position 1

SUBJECT: **AN ORDINANCE TO AMEND § 161.38 DISTRICT CCR, CONSERVATION, CULTURAL, AND RECREATION**

RECOMMENDATION:

BACKGROUND:
§ 161.38 (D) **Bulk and Area Regulation** require that "(1) At least 80 percent of the zoned area shall be left undeveloped as green space. (2) No more than 10 percent of the Conservation, Cultural, and Recreation zoned area be dedicated to open space that also contains hard surface areas such a parking, paved trail, or other impervious ground cover."

DISCUSSION:
Drainage detention/retention ponds, should be prohibited from any CCR zoned area.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Turk Approval

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

File #: 2026-495

AN ORDINANCE TO AMEND § 161.38 DISTRICT CCR, CONSERVATION, CULTURAL, AND RECREATION TO PROHIBIT DETENTION AND RETENTION PONDS ON CCR ZONED PROPERTY

WHEREAS, § 161.38 (D) **Bulk and Area Regulation** require that "(1) At least 80 percent of the zoned area shall be left undeveloped as green space. (2) No more than 10 percent of the Conservation, Cultural, and Recreation zoned area be dedicated to open space that also contains hard surface areas such a parking, paved trail, or other impervious ground cover;" and

WHEREAS, drainage detention/retention ponds, should be prohibited from any CCR zoned area.

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 § 161.38 (D) enacting a new § 161.38 (D)(3) as follows:

"(D)(3) Detention/Retention ponds are prohibited from any CCR zoned property."

CivicClerk No.: 2026-495

AGENDA REQUEST FORM

FOR: Council Meeting of March 17, 2025

FROM: Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 161.38 **DISTRICT CCR, CONSERVATION, CULTURAL, AND RECREATION** TO PROHIBIT DETENTION AND RETENTION PONDS ON CCR ZONED PROPERTY

APPROVED FOR AGENDA:

Approved by email — 2-25-26

Council Member Teresa Turk — Date

Feb 25, 2026

Kit Williams — Date
Approved as to form

2-26-2026

Mayor Molly Rawn — Date
Acknowledgement

Outlook

Re: ordinance to prohibit detention/retention ponds in CCR zoned property

From Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Date Wed 2/25/2026 4:32 PM
To Williams, Kit <kwilliams@fayetteville-ar.gov>

Thank you Kit and I approve of this amendment. Can you please send forward to the City Clerk?

Thanks for your assistance,
Teresa

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Wednesday, February 25, 2026 3:32 PM
To: Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Cc: Rawn, Molly <molly.rawn@fayetteville-ar.gov>
Subject: Fw: ordinance to prohibit detention/retention ponds in CCR zoned property

Teresa,

Attached is the ordinance you requested to prohibit detention/retention ponds on CCR zoned property.

Kit Williams
City Attorney
City of Fayetteville AR
479-575-8313

From: City_Attorney <city_attorney@fayetteville-ar.gov>
Sent: Wednesday, February 25, 2026 3:28 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-722

MEETING OF MARCH 31, 2026

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: **VAC-2025-0034: Vacation (NORTHEAST OF S. WASHINGTON AVE & E. MARTIN LUTHER KING JR BLVD/EQUITY TRUST COMPANY CUSTODIAN, 524): Submitted by WESLEY BATES for property located NORTHEAST OF S. WASHINGTON AVE. & E. MARTIN LUTHER KING JR BLVD. in WARD 1. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.34 acres. The request is to vacate 0.11 acres of utility easements.**

RECOMMENDATION:
Staff and Planning Commission recommend approval of **VAC-2025-0034** 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. A 10-foot diameter circle shall be required around each power pole for electrical easements.

BACKGROUND:
The subject property is in south Fayetteville just north of Jefferson Park at the intersection of E. Martin Luther King Jr. Blvd. and S. Washington Ave. The property received its current zoning designation of DG, Downtown General on July 15, 2008, with the passage of Ordinance 5153 by City Council.

Request: The applicant proposes to vacate two existing twenty-foot-wide public utility easements along the eastern and western property boundaries. These easements were dedicated in 2003 but do not appear to have been developed with any utilities in the interim.

DISCUSSION:
City of Fayetteville staff recommends in favor of the requested easement vacation. The applicant submitted all the necessary approvals without objections. SWEPCO has requested easements surrounding existing power poles, and any existing utilities would be at the owner/developer's expense.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Request Letter , 7. Petition to Vacate, 8. Survey

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

File #: 2026-722

AN ORDINANCE TO APPROVE VAC-25-34 FOR PROPERTY LOCATED NORTHEAST OF SOUTH WASHINGTON AVENUE AND EAST MARTIN LUTHER KING, JR. BOULEVARD IN WARD 1 TO VACATE 0.11 ACRES OF 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 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 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. A 10-foot diameter circle shall be required around each power pole for electrical easements.

City of Fayetteville Staff Review Form

2026-722

Item ID

4/7/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	3/19/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0034: Vacation (NORTHEAST OF S. WASHINGTON AVE & E. MARTIN LUTHER KING JR BLVD/EQUITY TRUST COMPANY CUSTODIAN, 524): Submitted by WESLEY BATES for property located NORTHEAST OF S. WASHINGTON AVE. & E. MARTIN LUTHER KING JR BLVD. in WARD 1. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.34 acres. The request is to vacate 0.11 acres of utility easements.

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 #

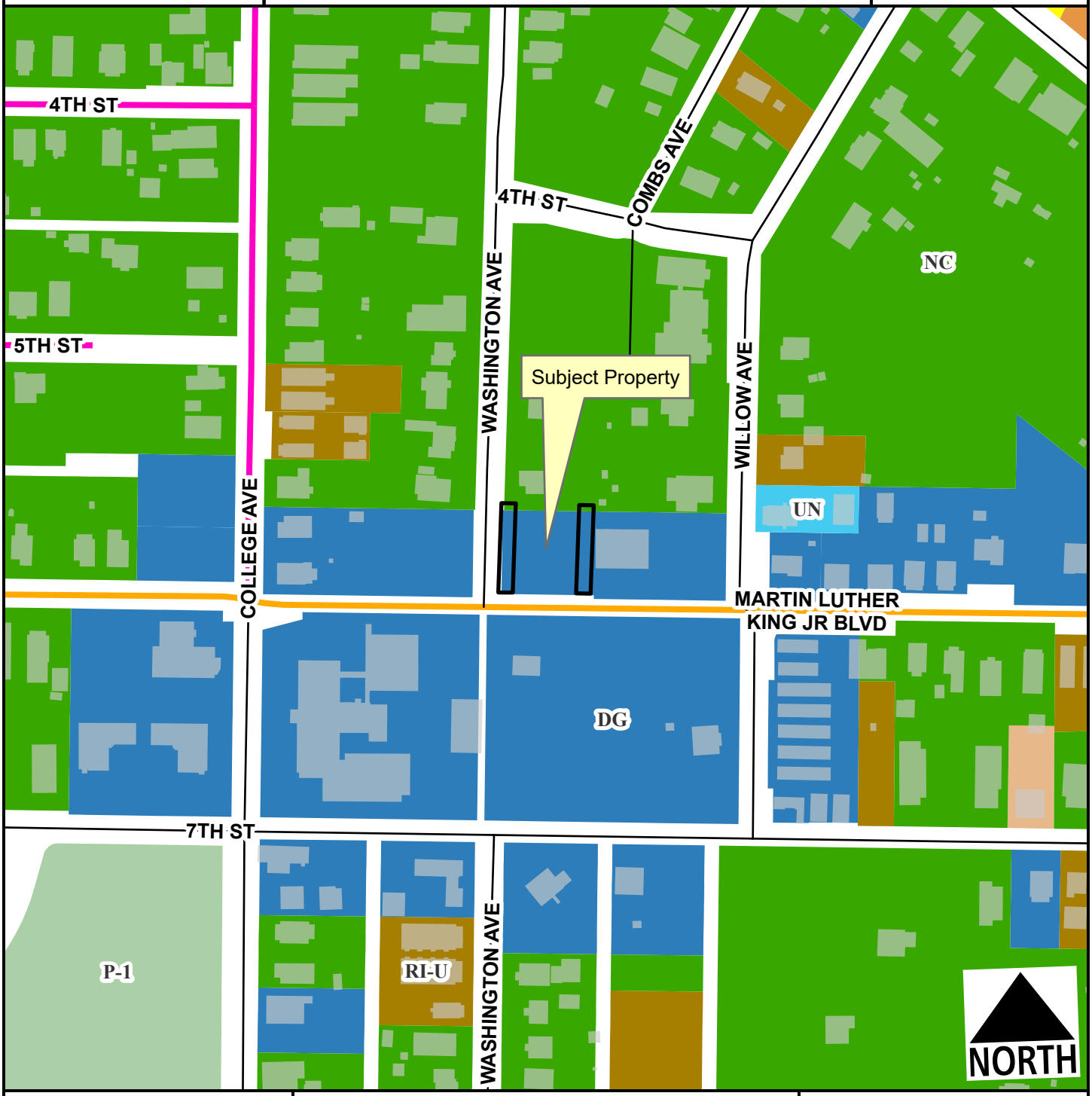
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

VAC-2025-0034	NORTHEAST OF S. WASHINGTON AVE & E. MARTIN LUTHER KING JR BLVD	VAC-2025-0034 EXHIBIT 'A'
Close Up View		



- Neighborhood Link
- Urban Center
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

VAC-2025-0034
EXHIBIT ‘B’
LEGAL DESCRIPTIONS

20' UTILITY EASEMENT VACATION #1:
A PART OF LOT 44 OF THE COUNTY COURT PLAT OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°32'34"E 320.96', THENCE S87°27'26"E 346.16', THENCE N03°57'39"E 8.01' TO THE EAST RIGHT-OF-WAY OF WASHINGTON AVENUE MARKING THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N03°57'39"E 123.61', THENCE LEAVING SAID RIGHT-OF-WAY S86°41'04"E 20.00', THENCE S03°57'39"W 123.41' TO THE NORTH RIGHT-OF-WAY OF MARTIN LUTHER KING JR BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY N87°16'10"W 20.00' TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES, MORE OR LESS.

20' UTILITY EASEMENT VACATION #2:
A PART OF LOT 44 OF THE COUNTY COURT PLAT OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°32'34"E 320.96', THENCE S87°27'26"E 346.16', THENCE N03°57'39"E 8.01' TO THE NORTH RIGHT-OF-WAY OF MARTIN LUTHER KING JR. BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY S87°16'10"E 107.67' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE LEAVING SAID RIGHT-OF-WAY N03°58'13"E 122.51', THENCE S86°41'04"E 20.00', THENCE S03°58'13"W 122.31' TO THE NORTH RIGHT-OF-WAY OF MARTIN LUTHER KING JR. BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY N87°16'10"W 20.00' TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES, MORE OR LESS.

To: Fayetteville City Planning Commission
And: Fayetteville City Council

Dear Commissioners and Council Members,

I am submitting the attached Petition to Vacate two existing 20-foot utility easements located on Lot 44 of the County Court Plat in the City of Fayetteville.

These easements do not currently serve any utilities, do not connect to active infrastructure, and are unnecessary for present or future utility needs. All applicable utility providers have reviewed the request and have provided written approval to vacate the easements.

Vacating these easements will not adversely impact the public interest, health, safety, or welfare and will allow the property to be used more effectively in accordance with applicable zoning and development standards.

Thank you for your consideration of this request. Please let me know if any additional information is needed.

Sincerely,
Wes Bates

PETITION TO VACATE A GENERAL UTILITY / WATER & SEWER EASEMENT LOCATED IN (Lot 44, County Court Plat, SW¼ of Section 15, T-16-N, R-30-W), 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 44 of the County Court Plat of the SW¼ of Section 15, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas**, petition to vacate an easement which is described as follows:

Legal Description of Area to Be Vacated

20' UTILITY EASEMENT VACATION #1:
A PART OF LOT 44 OF THE COUNTY COURT PLAT OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°32'34"E 320.96', THENCE S87°27'26"E 346.16', THENCE N03°57'39"E 8.01' TO THE EAST RIGHT-OF-WAY OF WASHINGTON AVENUE MARKING THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N03°57'39"E 123.61', THENCE LEAVING SAID RIGHT-OF-WAY S86°41'04"E 20.00', THENCE S03°57'39"W 123.41' TO THE NORTH RIGHT-OF-WAY OF MARTIN LUTHER KING JR BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY N87°16'10"W 20.00' TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES, MORE OR LESS.
20' UTILITY EASEMENT VACATION #2:
A PART OF LOT 44 OF THE COUNTY COURT PLAT OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°32'34"E 320.96', THENCE S87°27'26"E 346.16', THENCE N03°57'39"E 8.01' TO THE NORTH RIGHT-OF-WAY OF MARTIN LUTHER KING JR. BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY S87°16'10"E 107.67' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE LEAVING SAID RIGHT-OF-WAY N03°58'13"E 122.51', THENCE S86°41'04"E 20.00', THENCE S03°58'13"W 122.31' TO THE NORTH RIGHT-OF-WAY OF MARTIN LUTHER KING JR. BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY N87°16'10"W 20.00' TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES, MORE OR LESS.

That the abutting real estate affected by said abandonment is located within **Lot 44 of the County Court Plat**, City of Fayetteville, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above-described easement.

The petitioners pray that the City of Fayetteville abandon and vacate the real estate described above, **subject to existing utility and sewer easements as required**, and that said real estate be used for their respective benefit and purpose as allowed by law.

The petitioners further pray that title to the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to the real estate sought to be abandoned be vested in the abutting property owners as provided by law.

Dated this 27th day of December, 2025.

Printed Name: Wesley Bates, Applicant

Signature: Wes Bates _____

Printed Name: Carla Clayton, Owner

Signature: Carla Clayton _____

BOUNDARY, TOPOGRAPHIC & TREE LOCATION SURVEY

TREE LIST

#	DBH	SPECIES	CANOPY
1.	8"	HACKBERRY	30'
2.	12"	WALNUT	60'
3.	12"	HACKBERRY	50'
4.	22"	WALNUT	70'
5.	12"	HACKBERRY	40'
6.	10"	ELM	50'
7.	8"	ELM	30'
8.	14"	MULBERRY	50'
9.	8"	HACKBERRY	30'
10.	10"	HICKORY	50'
11.	14"	SUGARBERRY	60'
12.	8"	HACKBERRY	20'
13.	20"	TRIPLE HACKBERRY	60'
14.	14"	MAPLE	60'
15.	10"	MAPLE	30'
16.	10"	CATALPA	40'
17.	12"	BRADFORD PEAR	40'
18.	8"	ELM	40'
19.	8"	ELM	40'
20.	10"	ELM	40'
21.	8"	ELM	30'
22.	12"	ELM	40'
23.	10"	OAK	50'
24.	6"	WALNUT	20'
25.	10"	DEAD	20'
26.	10"	HACKBERRY	40'
27.	8"	HACKBERRY	30'
28.	12"	HACKBERRY	50'
29.	8"	MULBERRY	40'
30.	8"	DOUBLE HACKBERRY	50'

FIELD WORK:
JANUARY 7, 8, 9, 19 & 30, 2026

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

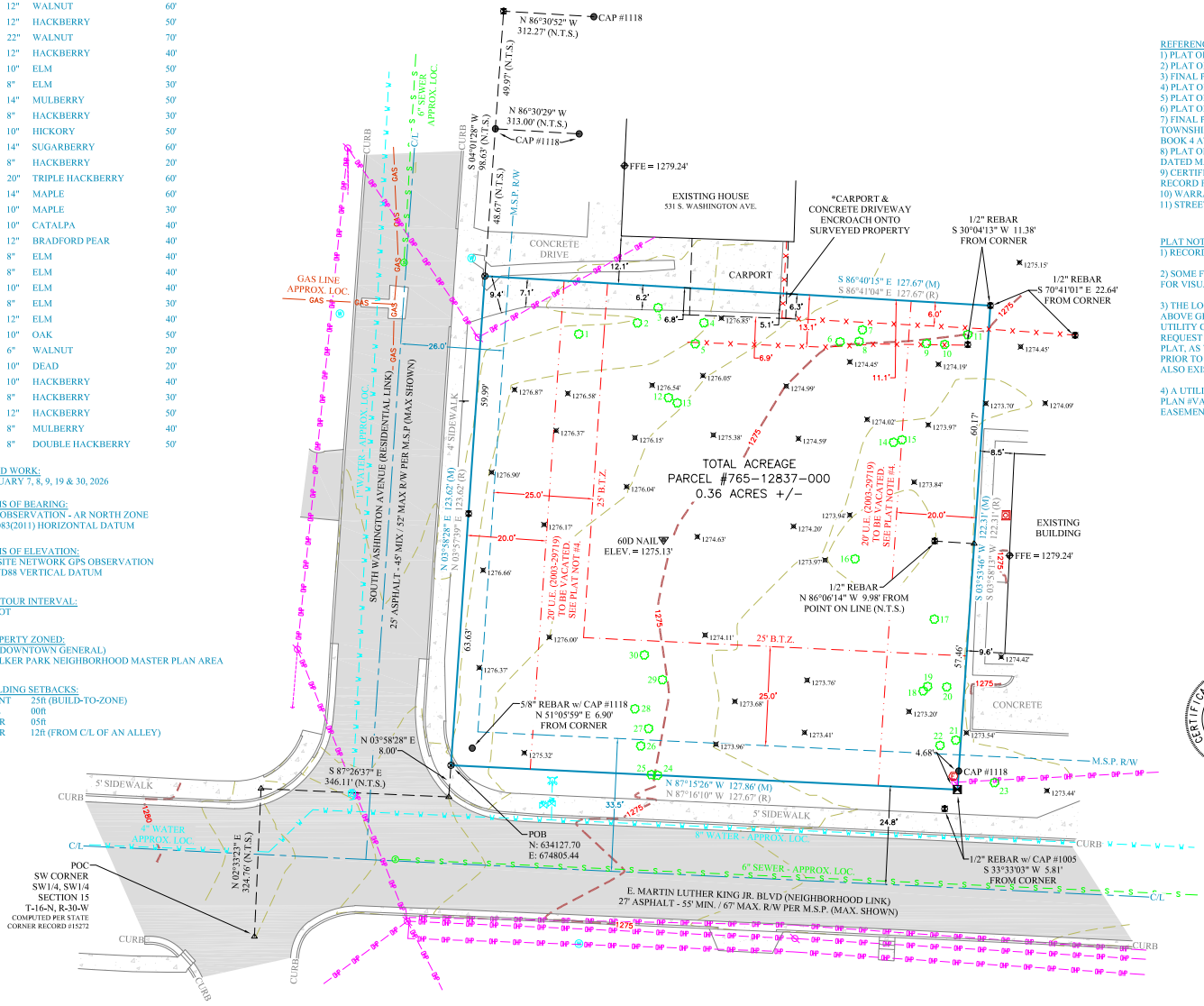
BASIS OF ELEVATION:
ON-SITE NETWORK GPS OBSERVATION
NAVD88 VERTICAL DATUM

CONTOUR INTERVAL:
1 FOOT

PROPERTY ZONED:
DG (DOWNTOWN GENERAL)
-WALKER PARK NEIGHBORHOOD MASTER PLAN AREA

BUILDING SETBACKS:

FRONT	25ft (BUILD-TO-ZONE)
SIDE	00ft
REAR	05ft
REAR	12ft (FROM C/L OF AN ALLEY)



SURVEY DESCRIPTION:
A PART OF LOT 44 OF THE COUNTY COURT PLAT OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°33'23"E 324.76', THENCE S87°26'37"E 346.11', THENCE N03°58'28"E 8.00' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N03°58'28"E 123.62', THENCE S86°40'15"E 127.67' TO AN EXISTING REBAR, THENCE S03°53'46"W 122.31', THENCE N87°15'26"W 127.86' TO THE POINT OF BEGINNING, CONTAINING 0.36 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH WASHINGTON AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE, SUBJECT TO THAT PORTION IN EAST MARTIN LUTHER KING JR. BOULEVARD MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS.
(FIRM PANEL #05143C0216G. DATED 01/ 25/ 2024)

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED IN BOOK 2003 AT PAGE 29719
2) PLAT OF SURVEY FILED IN BOOK 2020 AT PAGE 20517
3) FINAL PLAT OF NORWOOD ADDITION FILED IN BOOK 78 AT PAGE 107
4) PLAT OF SURVEY FILED IN BOOK 2021 AT PAGE 33082
5) PLAT OF SURVEY FILED IN BOOK D AT PAGE 534
6) PLAT OF SURVEY FILED IN BOOK 2022 AT PAGE 37613
7) FINAL PLAT OF COUNTY COURT PLAT OF THE SW1/4 OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST FILED IN BOOK 5 AT PAGE 77 AND BOOK 4 AT PAGE 13
8) PLAT OF SURVEY BY JORGENSEN & ASSOCIATES FOR PRIME ESTATES, LLC. DATED MAY 21, 2012
9) CERTIFIED LAND CORNER RESTORATION PERPETUATION AND FILING RECORD FILED IN BOOK 2005 AT PAGE 54292
10) WARRANTY DEED FILED IN BOOK 2014 AT PAGE 15979
11) STREET AND UTILITY EASEMENT FILED IN BOOK 925 AT PAGE 373

PLAT NOTES:
1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER SURVEY 2003-29719.

2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.

3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

4) A UTILITY EASEMENT VACATION HAS BEEN SUBMITTED TO FAYETTEVILLE AS PLAN #VAC-2025-0034 TO VACATE THE EASTERN AND WESTERN 20' UTILITY EASEMENTS. A CITY COUNCIL HEARING IS SET FOR MARCH 3, 2026.

0' 20' 40' 60'
GRAPHIC SCALE (IN FEET)
1 Inch = 20ft.

STATE RECORDING NUMBER:
500-16N-30W-0-15-330-72-1968

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 30TH DAY OF JANUARY, 2026.

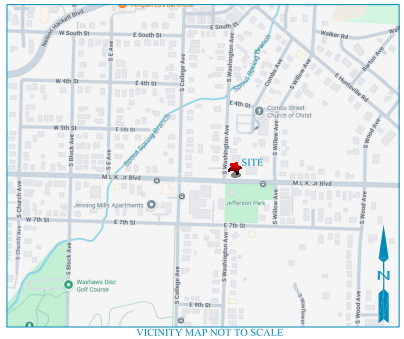
CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#335
ARKANSAS ENGINEER

REGISTERED
STATE OF ARKANSAS
NO. 1968
SIGNATURE
J. LOWELL L. RICHARDS
PROFESSIONAL LAND SURVEYOR

DATE: 2/4/2026

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



VICINITY MAP NOT TO SCALE

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

BOUNDARY LINE (SURVEYED)
PROPERTY LINE
CENTER LINE OF ROAD
RIGHT-OF-WAY
OVERHEAD POWER LINE
GAS LINE
SEWER LINE
WATER LINE
FENCE LINE
UTILITY EASEMENT
BUILDING SETBACK
RECORDING NUMBER/DATE

WATER METER
FIRE HYDRANT
WATER VALVE
ELECTRIC PEDESTAL
AC CONDENSER UNIT
POWER POLE
SANITARY SEWER MH
FOUND NAIL BENCHMARK
FOUND 5/8" REBAR
FOUND 1/2" REBAR
SET CHISELED "X" IN CONC.
SET WOODEN STAKE
COMPUTED POINT
SIGN
FINISHED FLOOR ELEVATION (FFE)
SPOT ELEVATION
TREE

Location Map:
R-30-W
15
T-16-N

BATES & ASSOCIATES, INC.
Engineers • Surveyors
7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.2530

FOR USE AND BENEFIT OF:
ZARA NIEDERMAN

ADDRESS:
SOUTHWEST CORNER OF S. MLK JR. BLVD. & S. WASHINGTON AVE.
FAYETTEVILLE, ARKANSAS

DATE: 02/05/26
SCALE: 1" = 20'
SURVEYED:
DRAFTED: AH
LOCATION:
SECTION: 15
TOWNSHIP: 16 NORTH
RANGE: 30 WEST
JRICH
DRAFT DATE: 2/02/26
REVIEWED: MR
COA #335

DRAWING #25-327

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-732

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2026-0004: Rezoning (957 S. HILL AVE/APOGEE INVESTMENTS LLC; SUKRAN PROPERTIES LLC, 561): Submitted by KARSTETTER JOHNSTON ENGINEERING for property located at 957 S. HILL AVE. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.50 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

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 south Fayetteville on S. Hill Avenue, approximately 1100 feet south of W. Martin Luther King Jr. Blvd. A 0.50-acre parcel, the property is currently developed with a single-family home that County records indicate was constructed in 1969. A portion of the property, totaling approximately 1,300-square feet

Request: The request is to rezone the subject property from RMF-24, Residential Multi-Family, 24 Units per Acre to RI-U, Residential Intermediate, Urban.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: The subject property is within a mixed-density residential area. Immediately adjacent to the property are single-family homes, a duplex, and, to the west, a large multi-family housing complex. RI-U permits a mix of low-intensity residential types with density limited by a lot's size and development standards. These housing types include single-family up to four-unit buildings, with a minimum lot width of 18 feet. Staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel. A rezoning to RI-U could support a broader range of housing types in an area experiencing increased demand for housing close to services such as Walker Park, the Razorback Greenway, transit stops, grocery stores, and other nonresidential amenities. While RMF-24 and RI-U allow similar uses, RI-U does not allow multifamily structures by right. Staff finds RI-U's smaller lot size requirements could encourage compatible infill development without disrupting the adjacent neighborhood scale.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The RI-U zoning district would allow a variety of land uses

in an urban setting, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 11, indicating it is a suitable location for infill development. The property is located close to the Razorback Greenway and Tsa-La Gi Trail, enabling residents to utilize alternative means of transportation. Infill in this area can help support Goals 1 and 3 of City Plan 2040, Fayetteville's comprehensive land use plan, by promoting moderate infill in an area that is highly walkable and near transit routes.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 10-11 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center)
- Near Sewer Main (6", S. Hill Avenue)
- Near Water Main (6", S. Hill Avenue)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (World Peace Wetland Prairie)
- Near Paved Trail (Tsa-La-Gi Trail)
- Near ORT Bus Stop (MLK Blvd at Walmart Market)
- Near Razorback Bus Stop (Hill and MLK Blvd)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:
At the March 9, 2026 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioners offered little comment, and 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

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

File #: 2026-732

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-04 FOR APPROXIMATELY 0.50 ACRES LOCATED AT 957 SOUTH HILL AVENUE IN WARD 1 FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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 RMF-24, Residential Multi-Family, 24 Units per Acre to RI-U, Residential Intermediate, Urban.

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

2026-732

Item ID

4/7/2026

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

Jonathan Curth	3/17/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0004: Rezoning (957 S. HILL AVE/APOGEE INVESTMENTS LLC; SUKRAN PROPERTIES LLC, 561): Submitted by KARSTETTER JOHNSTON ENGINEERING for property located at 957 S. HILL AVE. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.50 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

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: _____

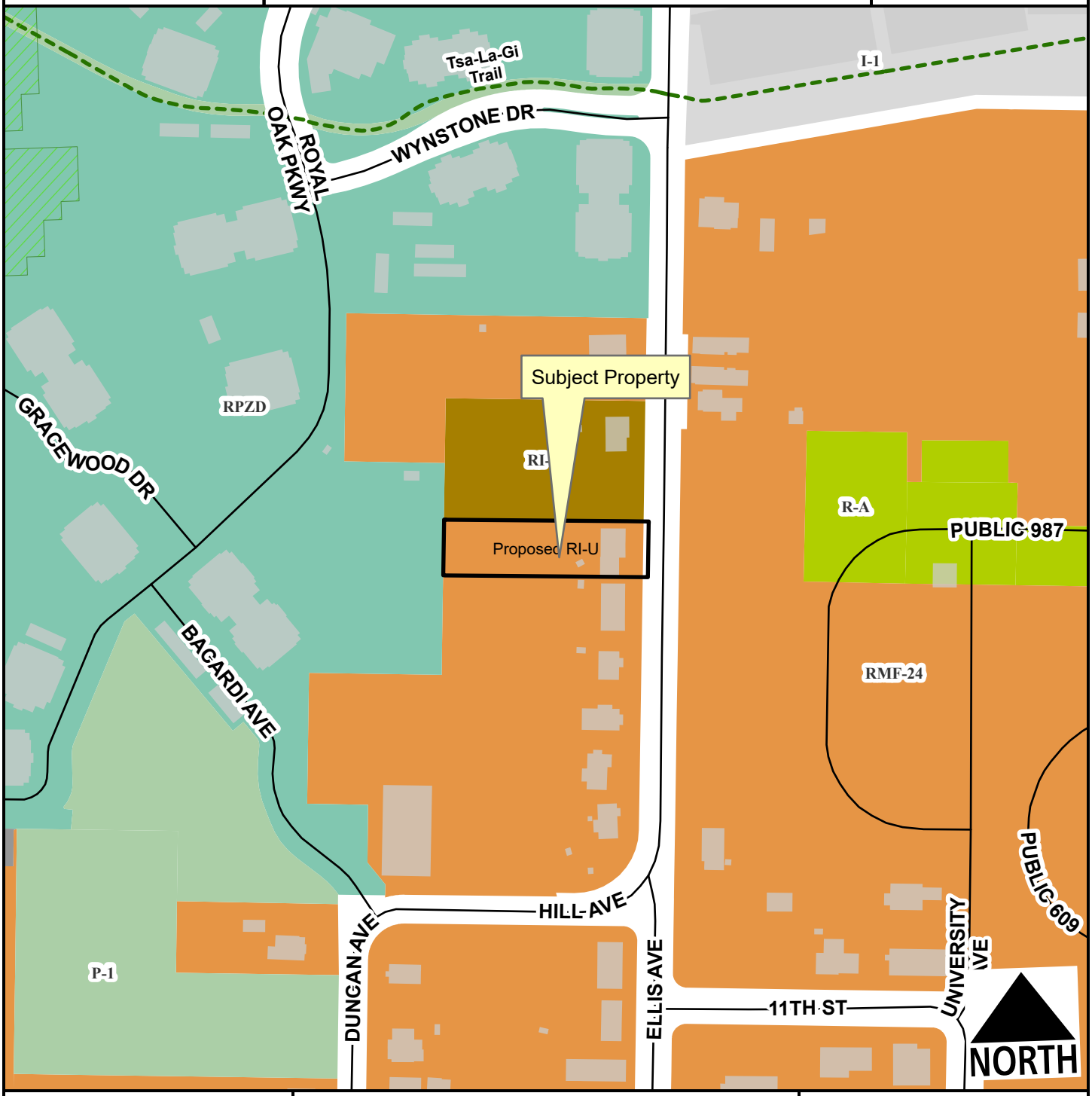
Comments:

RZN-2026-0004

Close Up View

957 S. HILL AVE

EXHIBIT A



Unclassified
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.5
RMF-24	0.5	0.0

Total 0.5 ac

EXHIBIT B

LEGAL DESCRIPTION

PT NE NW 77 X 283
FURTHER DESCRIBED FROM 2017-23908 AS:
PART OF THE NE/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NW CORNER OF SAID NE/4 OF THE NW/4, THENCE SOUTH 874.61 FEET, THENCE EAST 139.32 FEET TO THE P.O.B., THENCE N 89 DEGREES 41'49" E 283.08 FEET THENCE NORTH 77.00 FEET, THENCE S 89 DEGREES 42'27" W 283.08 FEET, THENCE SOUTH 77.05 FEET TO THE P.O.B., CONTAINING 0.50 ACRES, MORE OR LESS.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: March 9, 2026 Updated with results

SUBJECT: **RZN-2026-0004: Rezoning (957 S. HILL AVE/APOGEE INVESTMENTS LLC; SUKRAN PROPERTIES LLC, 561):** Submitted by KARSTETTER JOHNSTON ENGINEERING for property located at 957 S. HILL AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.50 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0004** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0004** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in south Fayetteville on S. Hill Avenue, approximately 1100 feet south of W. Martin Luther King Jr. Blvd. A 0.50-acre parcel, the property is currently developed with a single-family home that County records indicate was constructed in 1969. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped/Mixed-Density Residential	RI-U, Residential Intermediate, Urban
South	Two-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
East	Fayetteville National Cemetery	RMF-24, Residential Multi-Family, 24 Units per Acre
West	Multi-Family Residential	RPZD, Residential Planned Zoning District

Request: The request is to rezone the subject property from RMF-24, Residential Multi-Family, 24 Units per Acre to RI-U, Residential Intermediate, Urban.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along South Hill Avenue, which is a fully improved Residential Link Street with asphalt paving, sidewalk, 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 available to the subject area. An existing 6-inch water main is present along the center of South Hill Avenue.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present along the center of South Hill Avenue. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear directly in front of the property in the system.

Drainage: No portion of the property has a protected stream, or lies within the Hillside-Hilltop overlay district. A portion of the site lies within a FEMA Floodplain.

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. There are also hydric soils present on the property. 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.

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 1, located at 303 W. Center St., protects this site. The property is located approximately 0.8 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 district, RI-U, Residential Intermediate-Urban requires **15% minimum canopy preservation.** The current zoning district, RMF-24, Residential Multifamily, 24 Units per Acre requires **20% 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 Area.**

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 **10-11** for this site with a weighted score of **13**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center)
- Near Sewer Main (6", S. Hill Avenue)
- Near Water Main (6", S. Hill Avenue)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (World Peace Wetland Prairie)
- Near Paved Trail (Tsa-La-Gi Trail)
- Near ORT Bus Stop (MLK Blvd at Walmart Market)
- Near Razorback Bus Stop (Hill and MLK Blvd)
- 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:*** **The subject property is within a mixed-density residential area. While there are single-family homes adjacent to the structure, there are also two-family structures and a large apartment complex approximately 300 feet to the north. RI-U permits a mix of low-intensity residential types with no maximum density, including up to four-unit buildings, but maintains a minimum lot width of 18 feet. That said, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.**

A rezoning to RI-U could support a broader range of housing types in an area experiencing increased demand for housing close to services such as Walker Park, the Fayetteville National Cemetery, Razorback Greenway, transit stops, grocery stores and other nonresidential amenities. While RMF-24 and RI-U allow similar uses, RI-U permits does not allow multifamily structures by right. Staff finds RI-U's smaller lot size requirements could encourage compatible infill development without disrupting neighborhood scale.

Land Use Plan Analysis: **Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The RI-U zoning district would allow a variety of land uses in an urban setting, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 11 with a weighted score of 13, indicating it is a suitable location for infill**

development. The property is located close to the Razorback Greenway and Trsa-La Gi Trail, enabling residents to utilize alternative means of transportation. Infill in this area could help support Goals 1 and 3 by promoting moderate infill in an area that is highly walkable and near transit routes.

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 RMF-24 to RI-U. A rezoning to RI-U would permit the development of more units which could be subdivided onto individual lots, potentially enabling homeownership of smaller, more attainable dwelling units in an area of town with a relatively high concentration of services, amenities, and employment opportunities.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Staff finds that rezoning the property to RI-U is not likely to create or appreciably increase traffic danger and congestion since the subject property is relatively small. Any street improvements required in this area would be determined at the time of development proposal.**

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: **Rezoning the property from RMF-24 to RI-U has the potential to alter the population density when considering that RI-U has no set density limitation. However, given the presence of existing public infrastructure, nearby trails and other bike infrastructure, and the proximity to nonresidential services such as grocery stores, staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. Further, RI-U limits the scale and size of buildings, so the difference in population density is likely to be limited between the two zoning districts. While there are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 678 linear feet downstream of this property, the small size of the property is also likely to naturally limit the development capacity of the parcel. 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-2026-0004 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 9, 2026	**❒ Tabled**	**☒ Forwarded**	**❒ Denied**
Motion: Madden		with a recommendation of approval.	
Second: Werner			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Long-Range Planning Memo
- Unified Development Code
  - §161.12 District RI-U, Residential Intermediate - Urban
  - §161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre
- Request Letter

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(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 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* 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 60% 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.

(Ord. No. 5945, §5(Exh. A), 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. 6879, §2, 5-20-25)

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.

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(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 26	Multi-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 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 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/5 stories*

* 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, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

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 side boundary line of an adjacent single family 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.* 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(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; 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. 5495, 4-17-12; Ord. No. 5592, 6-18-13; 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, §§5, 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, §6(Exh. E), 5-2-23; Ord. No. 6879, §2, 5-20-25)

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CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Jessica Masters, Planning Director

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: March 9, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0004**

BACKGROUND:
The applicant requests to rezone approximately 0.5 acres from RMF-24, Residential Multifamily, 24 Units Per Acre to RI-U, Residential Intermediate - Urban. One long range planning document is relevant when evaluating this request: *City Plan 2040.*

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 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 attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:
City Plan 2040 and Future Land Use Plan:
This area is designated as a City Neighborhood area, which are expected to be more densely developed than Residential Neighborhood areas and provide a mix of non-residential and residential uses.[1] Prioritizing creating complete, compact and connected neighborhoods in areas where infrastructure already exists provides better outcomes for residents, minimizes public investment in infrastructure costs, and supports Goals 1, 2, 3, and 6 of *City Plan 2040*. However, previous public comment and a lack of adopted area plans challenge what may be an otherwise straightforward request.

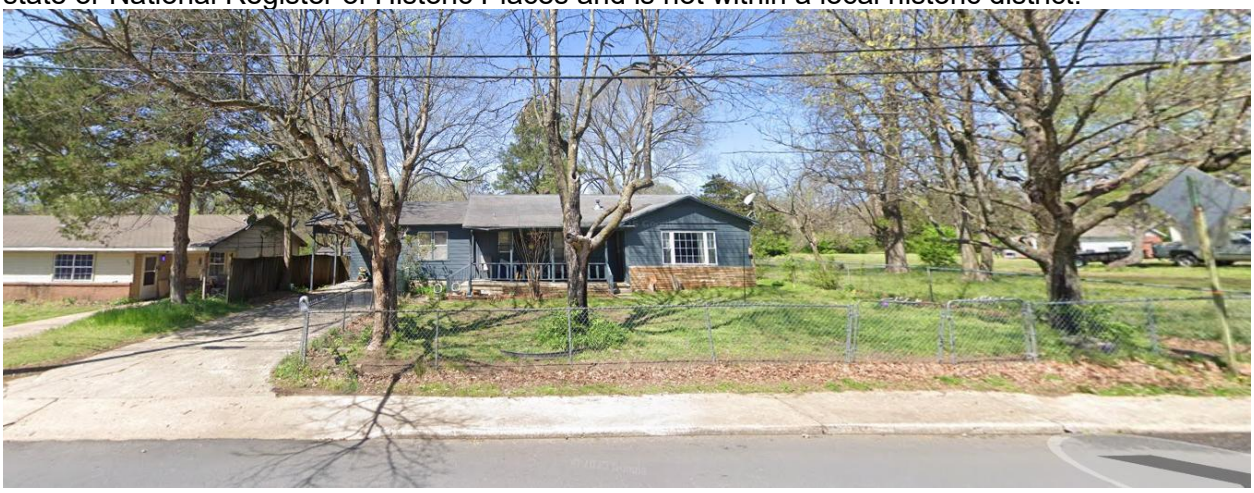
Lack of Adopted Plans
Some areas of Fayetteville that experience development pressures have undergone localized planning efforts, such as the Walker Park and Parksdale/Center neighborhoods. In contrast to these, the subject neighborhood has not been included in any adopted neighborhood or area

[1] City Plan 2040, 130.

plans that would be able to provide goals and specific policy guidance tailored to effectively address future development. As such, the vision of residents is limited to public comment on rezoning or redevelopment plans. A previous request for UN, Urban Neighborhood was withdrawn by the applicant to find an alternative district that would be more appropriate considering the lack of adopted plans and previous neighborhood comment.

The current request is appropriate as it avoids inserting commercial uses into the middle of a residential block and still provides for creative lot configuration using the 18-foot minimum width and tandem lot provisions outlined in the UDC. This would advance housing priorities and avoid locating commercial uses in an incompatible area.

Property History:
The subject properties contains a single-family dwelling constructed ca. 1969, according to Washington County Tax Assessor records. The property does not appear to be eligible for the state or National Register of Historic Places and is not within a local historic district.

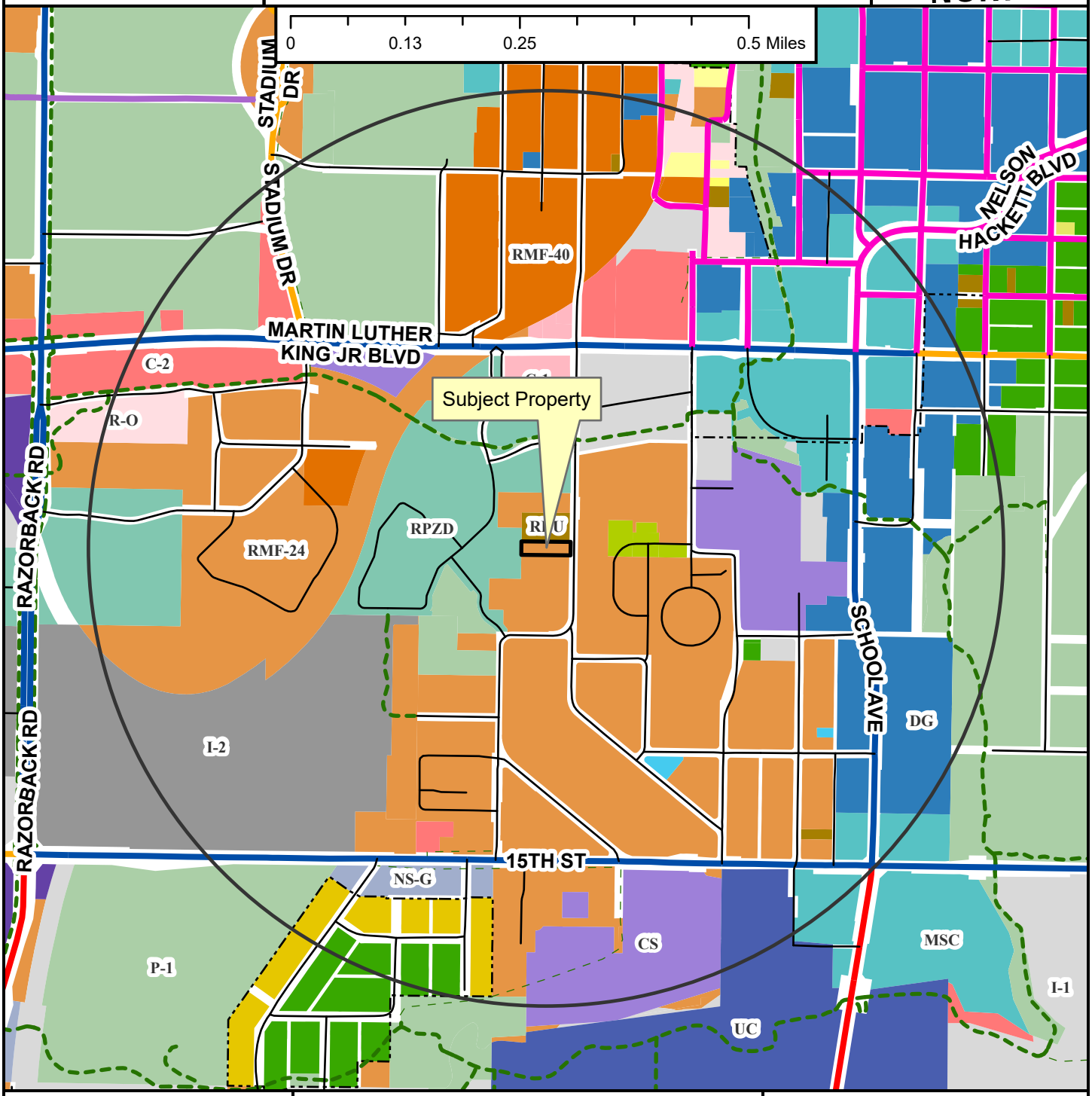


RZN-2026-0004

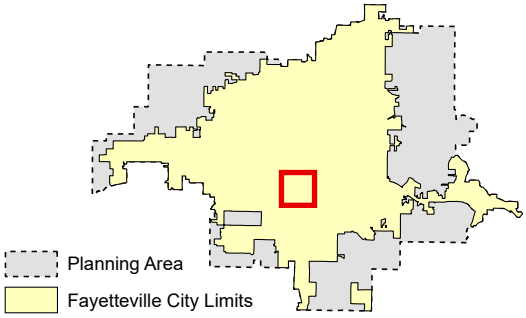
One Mile View

957 S. HILL AVE

NORTH



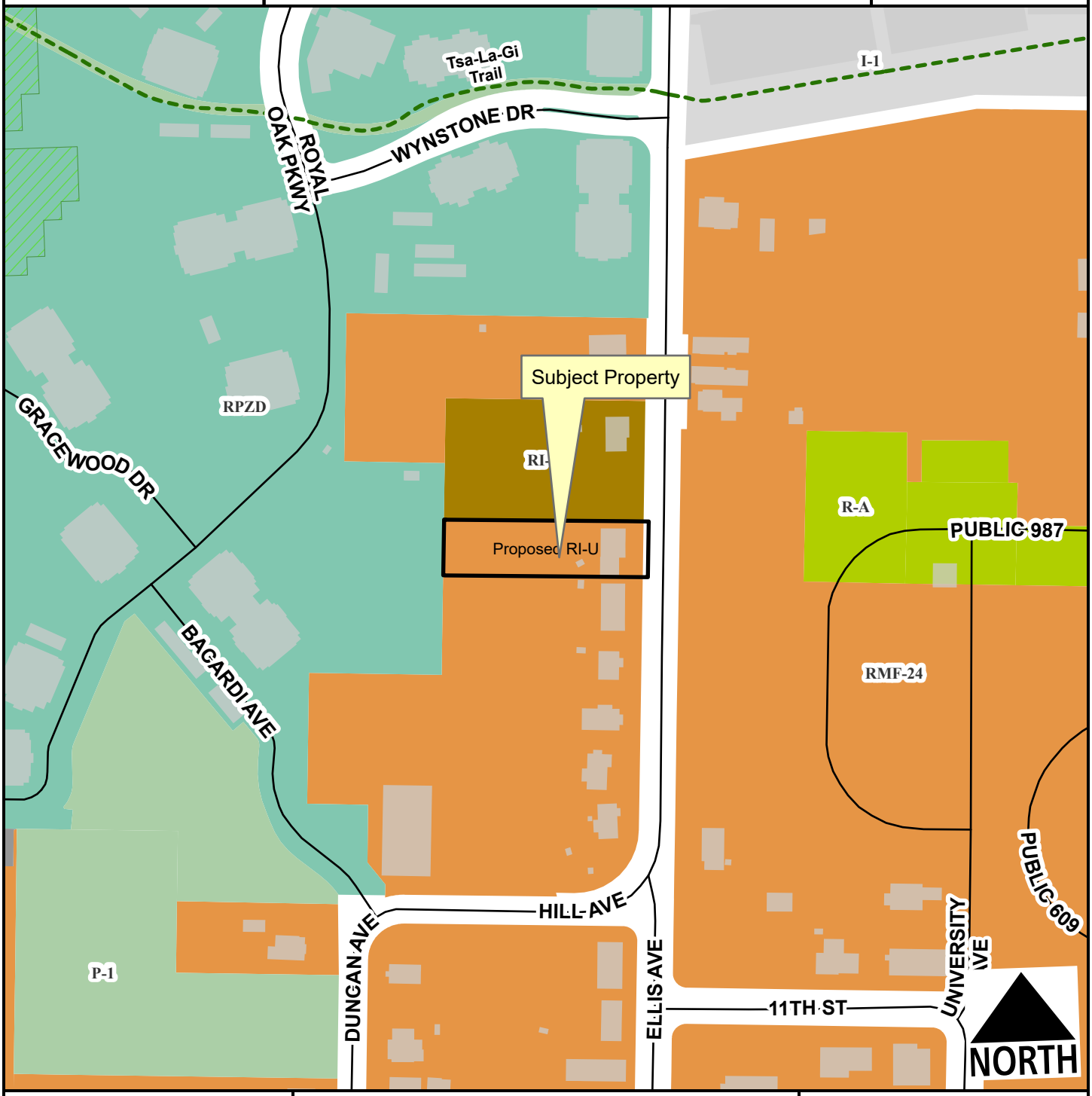
Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



RZN-2026-0004

Close Up View

957 S. HILL AVE



Unclassified
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.5
RMF-24	0.5	0.0

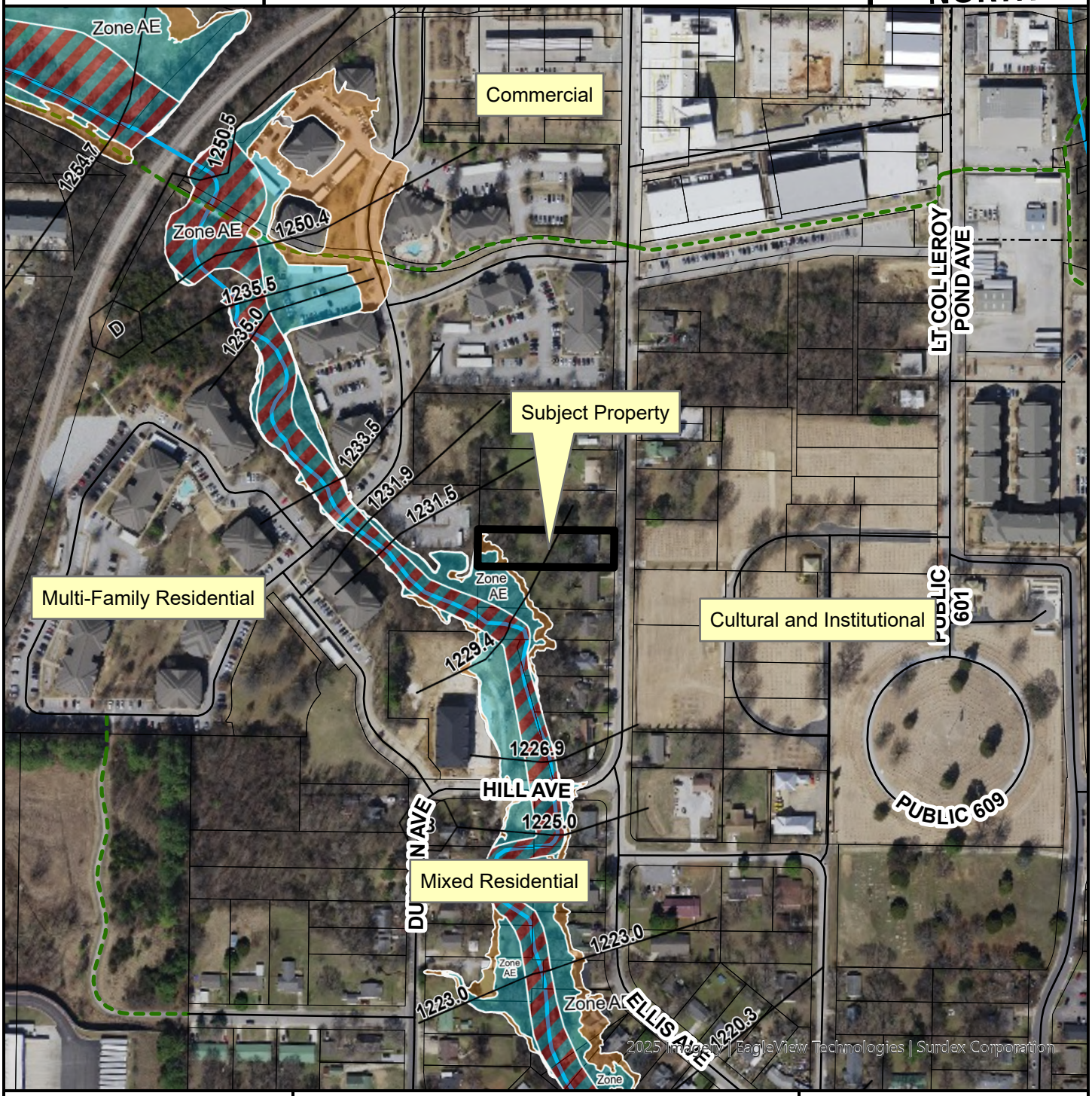
Total 0.5 ac

RZN-2026-0004

Current Land Use

957 S. HILL AVE

NORTH



Unclassified
Residential Link
Planning Area
Fayetteville City Limits
Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

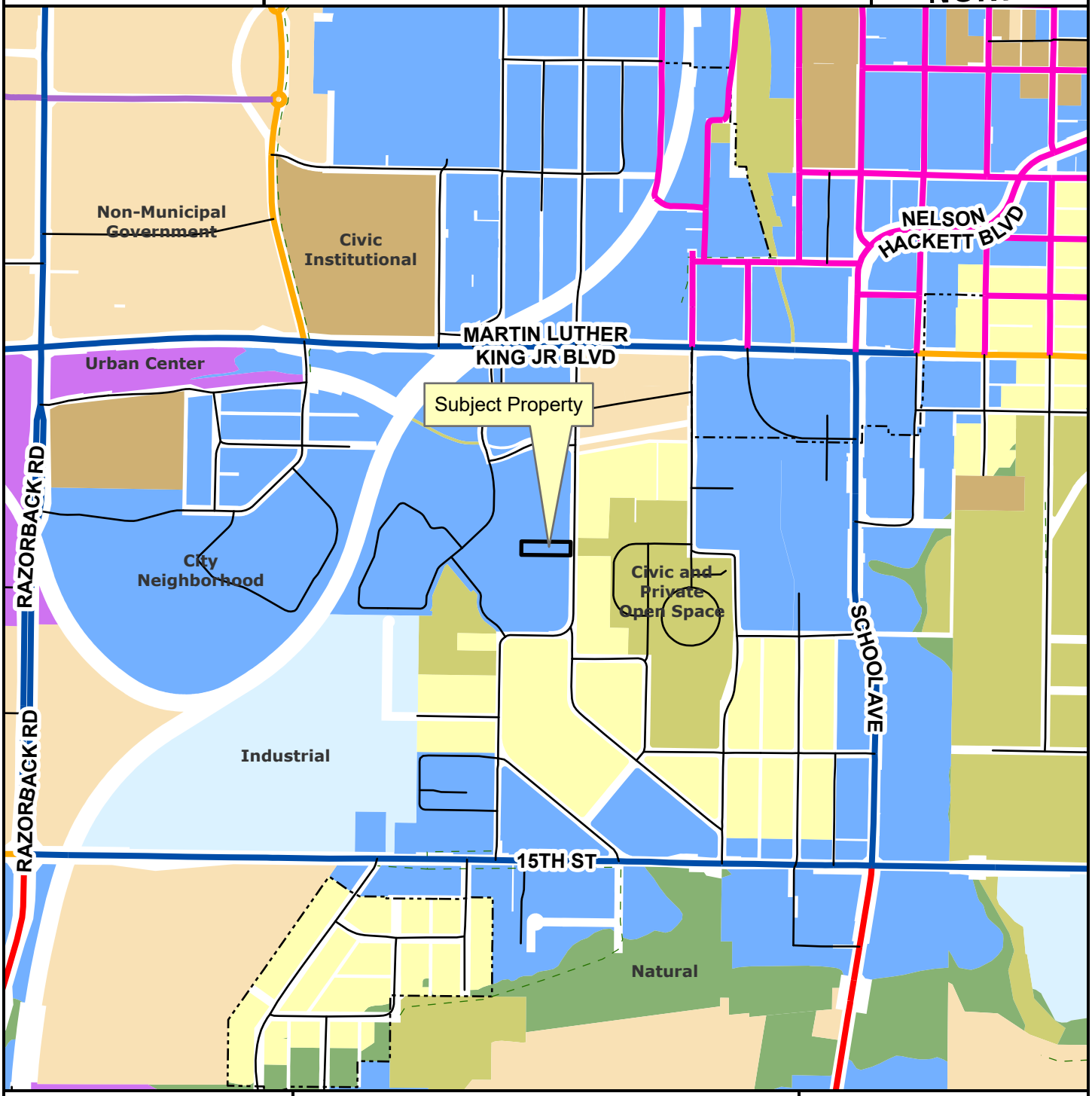
100-Year Floodplain
Floodway

RZN-2026-0004

Future Land Use

957 S. HILL AVE

NORTH



Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential 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

January 27nd, 2026

HILL AVENUE PROPERTY REZONE

155 FANTINEL DR SUITE D
Springdale, AR 72762
479-485-1011
ck-civil.com

PARCEL: 765-14932-000

REZONE NARRATIVE

1.1 The property is currently zoned RMF-24 (Residential Multi-Family – Twenty-Four Units per Acre) and the requested zoning is RI-U (Residential Intermediate – Urban).

1.2 The property is owned by Apogee Investments LLC.

1.3 No land sale has been proposed.

1.4 The requested rezone is intended to allow the property to be used for Residential Townhome development while maintaining consistent use aligned with the surrounding properties.

1.5 Allow more flexibility for the lot uses to align with the main thoroughfare.

1.6 Property to the west is RPZD. Property to the east is RMF-24. Property to the north is RI-U. Property to the south is RMF-24.

1.7 The current plan is to use the land for a Townhouse development. This is within the permitted uses of RI-U. Development under RI-U zoning is expected to have equal or lesser impacts on traffic, public services, and infrastructure compared to development allowed under the current RMF-24 zoning.

1.8 The addition of a small development would have minimal impact on the existing traffic counts.

1.9 The lower left corner of the property is part of the Enduring Green Network. The amount of property that is part of the Enduring Green Network is approximately 25 SF. The development should not encroach on the part of the property where the Enduring Green Network is, so there will be no conflict.

1.10 The proposed signage would be building-mounted sign or a monument sign that aligns with the City of Fayetteville's codes and ordinances. The exact nature of the sign is unknown *at this time and will adapt to the city's comments*

1.11 Appearance would be in a style appropriate for the development and within the city

code.

1.12 Water is available on site with a 6" water line. Sewer is available on the site with a 6" sewer line.

LEGAL DESCRIPTION

PT NE NW 77 X 283
FURTHER DESCRIBED FROM 2017-23908 AS:
PART OF THE NE/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NW CORNER OF SAID NE/4 OF THE NW/4, THENCE SOUTH 874.61 FEET, THENCE EAST 139.32 FEET TO THE P.O.B., THENCE N 89 DEGREES 41'49" E 283.08 FEET THENCE NORTH 77.00 FEET, THENCE S 89 DEGREES 42'27" W 283.08 FEET, THENCE SOUTH 77.05 FEET TO THE P.O.B., CONTAINING 0.50 ACRES, MORE OR LESS.

Prepared by Clint Karstetter with Karstetter Johnston Engineering

Clint Karstetter, PE

Principal, Civil Engineer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-884

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

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

FROM: Justin Clay, Parking Manager

SUBJECT: **An ordinance to amend § 114.02 of the Fayetteville City Code to update the regulations governing the Farmers' Market operations.**

RECOMMENDATION:
Staff recommends approval of an ordinance to amend City Code § 114.02 to expand the physical footprint of the Farmers' Market, add additional market dates and timeframes, and allow for the sale of alcoholic beverages.

BACKGROUND:
City Code § 114.02 sets out the guidelines and regulations that govern the Farmers' Market operations. The Farmers' Market has requested these revisions to support their activities and objectives.

DISCUSSION:
The specific requests are as follows:

1. Expand the Saturday Market footprint half a block to the east along Mountain Street. The current footprint is limited to the four streets around the Downtown Square (Block Avenue, Mountain Street, East Avenue, and Center Street). The Farmers' Market has agreed to purchase the necessary barricades for this expanded street closure and will do so within the next two years.
2. Extend the market season to begin on the second to last Saturday in March and to end on Christmas. Currently, the market season runs from April to Thanksgiving.
3. Allow for Tuesday night markets between the hours of 2:30pm and 10:00pm.
4. Allow alcoholic beverages to be sold.

A markup of § 114.02 with the requested changes is attached along with a map that shows the expanded market footprint.

BUDGET/STAFF IMPACT:
Minimal staff impact in assisting with temporary barricades for street closures associated with the expanded footprint.

ATTACHMENTS: 3. Staff Review Form, 4. 114.02_Farmers Market_Markup_Final_3.18.26_Red line, 5. Fayetteville Farmers Market Proposed Closure, 6. 114.02_Farmers Market_Markup_Final_Clean_3.18.26

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

File #: 2026-884

AN ORDINANCE TO EXPAND THE PHYSICAL FOOTPRINT OF THE FAYETTEVILLE FARMER'S MARKET, ALLOW ADDITIONAL MARKET DAYS AND TIMES, AND AUTHORIZE THE SALE OF ALCOHOLIC BEVERAGES BY AMENDING § 114.02 FARMER'S MARKET OF THE FAYETTEVILLE CODE

WHEREAS, staff recommends approval of an ordinance to amend City Code § 114.02 to expand the physical footprint of the Farmers' Market, allow additional market dates and timeframes, and authorize the sale of alcoholic beverages.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 114.02 (B)(1) of the *Fayetteville Code* and enacts a new § 114.02 (B)(1) as follows:

"(1) The four streets around the Square: East, Mountain, Block and Center shall be closed to vehicular traffic immediately before and during the operation of the Farmer's Market on Saturdays. The exterior parking spaces for these four (4) streets around the Square shall be available for vendors and exhibitors pursuant to subsection (3) below as assigned by the Rural Mountain Producers' Exchange management by closing these streets and parking spaces to non-vendor vehicular traffic. Mountain Street, extending eastward from the Square up to Alley 36, will be closed to vehicular traffic during the operation of the Farmer's Market; however, access to Alley 36 will remain unobstructed. The street may be used for vendors and food trucks. The Farmer's Market shall be responsible for purchasing the necessary street closure barricades as determined by the City of Fayetteville to support the expanded operation. Barricades shall meet the requirements of the Manual on Uniform Traffic Control Devices. Additionally, vehicle barriers capable of stopping a vehicle at 30 mph or a similar standard as determined by the city must be in place during events by April 7, 2028. Vendors using large commercial delivery vehicles, such as box trucks, shall either be located on the interior parking spaces around the Old Post Office Building or outside the designated market area to maintain storefront visibility. No vendor parking is allowed on the west side of Block Avenue, except for food trucks which shall be limited to the southernmost and northernmost parking spaces."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 114.02 (C) of the *Fayetteville Code* and enacts a new § 114.02 (C) as follows:

"(C) *Days and Hours.* The Farmer's Market may be open and operating Tuesdays and Thursdays from 6:00 a.m. until 1:00 p.m. and on Saturdays from 6:00 a.m. until 2:00 p.m. from the last two Saturdays in March until Christmas. The Farmer's Market may open and operate Tuesdays from 2:30

p.m. to 10:00 p.m."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 114.02 (D) of the *Fayetteville Code* and enacts a new § 114.02 (D) as follows:

"(D) *Articles Permitted to Be Sold*. The following articles may be sold at the marketplace established hereby: vegetables, honey, raw juices, molasses, fruit, and other produce grown by the vendor thereof, plants, artwork, craft work, and other processed farm products produced by the vendor thereof. All products sold at the marketplace must be produced in compliance with all applicable regulations of the State Department of Health and have all appropriate permits. Food prepared by local vendors including baked goods from local bakeries, nuts, coffee, tea, non-alcoholic and alcoholic beverages, and items from approved food trucks may also be sold."

City of Fayetteville Staff Review Form

2026-884

Item ID

4/7/2026

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

Justin Clay	3/18/2026	PARKING MANAGEMENT (430)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

An ordinance to amend § 114.02 of the Fayetteville City Code to update the regulations governing the Farmers' Market operations.

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 Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	-

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

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

Original Contract Number: _____

Comments:

114.02 Farmer's Market

(A) *Operation of the Farmers' Market on the Square.* The nonprofit Rural Mountain Producers Exchange is authorized to continue to operate the Farmers' Market on the Fayetteville Square in conformance with the following conditions. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. Vendors shall be permitted to park their vehicles at right angles to street curbs provided that no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic, and no vehicle shall be parked within 15 feet of any fire plug. All public sidewalks around the Square shall remain freely available to the public with the inside two-thirds width of the sidewalks free from any tables, booths or displays. Farmers' Market vendors may occupy no more than one-third (~~-~~1/3/) of the width of the sidewalk directly in front of their assigned parking space. As long as pedestrian traffic is not obstructed or hindered, the corners of the Square's sidewalks and any unoccupied space around the outside third of the sidewalk can be used during the authorized hours and days of the Farmers' Market for governmental communications, free speech and acoustic music purposes. No sound amplification may be used unless approved by the city through its special event permit process.

(B) *Expanded Saturday Use of the Square.*

(1) The four streets around the Square: East, Mountain, Block and Center shall be closed to vehicular traffic immediately before and during the operation of the Farmer's Market on Saturdays. The exterior parking spaces for these four (4) streets around the Square shall be available for vendors and exhibitors pursuant to subsection (3) below as assigned by the Rural Mountain Producers' Exchange management by closing these streets and parking spaces to non-vendor vehicular traffic. Mountain Street, extending eastward from the Square up to Alley 36, will be closed to vehicular traffic during the operation of the Farmers' Market; however, access to Alley 36 will remain unobstructed. The street may be used for vendors and food trucks. The Farmers' Market shall be responsible for purchasing the necessary street closure barricades as determined by the City of Fayetteville to support the expanded operation. Barricades shall meet the requirements of the Manual on Uniform Traffic Control Devices. ~~Barricades must be in place no later than~~Additionally, vehicle barriers capable of stopping a vehicle at 30 mph or similar standard as determined by the city must be in place during events by April 7, 2028. Vendors using large commercial delivery vehicles, such as box trucks, shall either be located on the interior parking spaces around the Old Post Office Building or outside the designated market area to maintain storefront visibility. No vendor parking is allowed on the west side of Block Avenue, except for food trucks which shall be limited to the southernmost and northernmost parking spaces.

(2) Pedestrian Aisles. To facilitate the flow of pedestrians between storefront and the streets, midblock pedestrian aisles of at least 5 feet in width shall be maintained on both s~~a~~ides of each closed street if both sides of the street are occupied by vendors or exhibitors (as further shown on Exhibit A which shall remain attached to this ordinance for future reference, but not codified). On the west side of East Avenue, the Old Post Office access easement shall be such an aisle. On the south side of Mountain Street, the opening into the Town Center Plaza shall be used for the aisle.

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restaurant owner. Prepared food vendors must supply their own garbage container, ensure the area around their vending location remains constantly clean and litter free throughout their operation and prior to leaving and remove all of their equipment and the garbage container, the contents of which must be properly disposed of in a private (not public) dumpster to which they have legal access.

(5) Animal Services Corner. The City of Fayetteville Animal Services Division may continue to occupy its normal location in the intersection of Mountain Street and East Avenue for its pet adoption program and other uses.

(C) *Days and Hours.* The Farmers' Market may be open and operating Tuesdays and Thursdays from 6:00 a.m. until 1:00 p.m. and on Saturdays from 6:00 a.m. until 2:00 p.m. from ~~April~~ the last two Saturdays in March until ~~Thanksgiving~~ Christmas. The Farmers' Market may open and operate Tuesdays from 2:30 p.m. to 10:00 p.m.

(D) *Articles Permitted to Be Sold.* The following articles may be sold at the marketplace established hereby: vegetables, honey, raw juices, molasses, fruit, and other produce grown by the vendor thereof, plants, art work, craft work, and other processed farm products produced by the vendor thereof. All products sold at the marketplace must be produced in compliance with all applicable regulations of the State Department of Health and have all appropriate permits. Food prepared by local vendors including baked goods from local bakeries, nuts, coffee, tea, non-alcoholic and alcoholic beverages, and items from approved food trucks may also be sold.

(E) *Sanitation.* At the close of each market day, each vendor shall be required to leave the marketplace in a clean and sanitary condition, free from debris and insects.

(F) *Use of Public Streets for Business Prohibited; Exception.* It shall be unlawful for any person to use any public street, public parking place, or public sidewalk, as a place of business except as authorized by this section; provided, any merchant whose building is adjacent to a public sidewalk may conduct business thereon if pedestrian traffic is not obstructed thereby; provided further, the City Council may approve temporary use of a public street, place, or sidewalk as a marketplace where such use is part of an event, activity, or celebration of general public interest. The City Council may impose reasonable conditions on such use as are necessary to safeguard the public health, safety, and welfare.

(G) *City Laws and Regulations Prevail Over Rural Mountain Producers Exchange Board Policies.* If the Mayor determines that a policy of the Rural Mountain Producers Exchange Board concerning its operation of the Farmers' Market on city property violates the law or city regulations, such policy shall be revoked and no longer operative. The Rural Mountain Producers Exchange Board may appeal such revocation of any of its policies to the City Council.

(H) *Dogs on the Square During Farmers' Market.* The presence of properly leashed and socialized dogs shall be allowed on the Square during Farmers' Market. Each person with as leashed dog shall immediately clean up and remove any and all feces from their dog. The available plastic bag must be immediately shown to any Fayetteville Animal Control Officer or Police Officer when requested. If a dog damages any vendor's produce or product, the owner or handler shall immediately pay the full value to the vendor for such damaged produce or product. Any unprovoked dog that acts aggressively toward other dogs or provokes other dogs, and any dog that growls or acts aggressively toward any person shall immediately be removed from the entire Square area by its owner or handler and never returned until properly socialized not to be aggressive to humans, dogs or other animals. A Fayetteville Animal Control Officer or Police Officer can order any owner or handler to immediately remove a dog from the Farmers' Market area if in their opinion the dog is not properly socialized or is otherwise a safety or other type of problem. Failure to obey such lawful orders or any other violation of any provision of this subsection can be punished by a fine of up to $250.00.

(I) *Annual Report to City Council.* The Rural Mountain Producers Exchange shall present its annual written report and answer questions about the operation and revenues received and expended in the Rural Mountain Producers Exchange to the City Council during its first meeting in March of each year. This written report

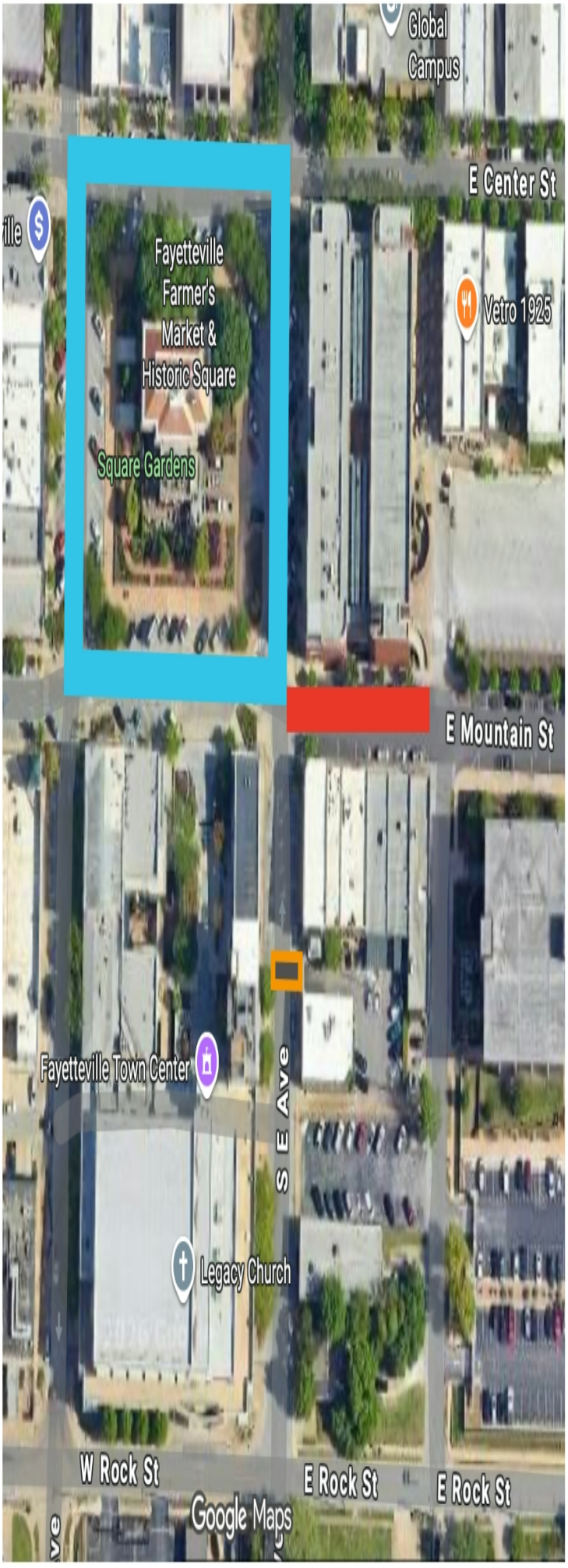
shall include year-to-year changes in gross revenues and expenditures and the portion of revenue that is used for administrative overhead, and not actual sales numbers. It shall also provide this same information relative to its operation on any other city property such as the Botanical Gardens at the Lake Fayetteville Park. This information will not be combined, but differentiated between the Square and other locations. The Rural Mountain Producers Exchange shall publish a map of the Square showing the locations of vendor and nonprofit exhibit spaces and provide for online reservation for nonprofits.

(J) *Vendor Fees.* The Rural Mountain Producers Exchange shall not adjust the fees it charges to vendors except by a vote of its full membership.

(K) *Services That Would be of Benefit as a Complement for the Farmer's Market.* Services that would be of benefit as a complement for the Farmer's Market are allowed if approved by Rural Mountain Producer Exchange Board.

(L) *Personal Care Products.* Personal care products including soaps and lotions handcrafted by local artisans may be offered for sale.

(Code 1965, §13-14; Ord. No. 2040, 8-20-74; Ord. No. 2846, 8-17-82; Ord. No. 2862, 10-5-82; Ord. No. 2925, 6-7-83; Code 1991, §114.03; Ord. No. 4045, §1, 7-15-97; Ord. No. 4248, 6-6-00; Ord. No. 5309, 4-6-10; Ord. No. 5587, 6-4-13; Ord. No. 6258, §§1, 2, 11-19-19; Ord. No. 6849, §§1, 2, 3-4-25)



Proposed Market Closure for Expanded Footprint

Current Closure

Proposed New Closure

Traffic Redirection

114.02 Farmer's Market

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(E) *Sanitation.* At the close of each market day, each vendor shall be required to leave the marketplace in a clean and sanitary condition, free from debris and insects.

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1016

MEETING OF MARCH 31, 2026

TO: Mayor Rawn and City Council

THROUGH: Kit Williams, City Attorney

FROM: Scott Berna, City Council Member - Ward 3 Position 1

SUBJECT: **An Ordinance to amend § 39.10 (C) AND § 39.11 (C) of the Fayetteville Code**

RECOMMENDATION:
To amend § 39.10 (C) AND § 39.11 (C) of the Fayetteville Code.

BACKGROUND:
Very few damage claims for water, wastewater or other uninsured city vehicles or infrastructure problems would ever exceed $100,000.00.

DISCUSSION:
If the City's experienced professional insurance adjustor would determine that allowable recoverable expenses pursuant to the *Fayetteville Code* would exceed $100,000.00, the City Council by unanimous consent should be able to authorize payment up to the insurance adjustor's reasonable compensation amount even if it exceeds $100,000.00.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Approval Request Form, 4. Memo from Kit

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

File #: 2026-1016

AN ORDINANCE TO AMEND § 39.10 (C) AND § 39.11 (C) TO AUTHORIZE THE USE OF AN EXPERIENCED INSURANCE ADJUSTOR TO ALLOW RARE, EXCEPTIONAL, AND SUBSTANTIALLY PROVEN CLAIMS ABOVE $100,000.00 TO BE PAID IF APPROVED BY UNANIMOUS CONSENT OF THE CITY COUNCIL AND TO DECLARE AN EMERGENCY

WHEREAS, very few damage claims for water, wastewater or other uninsured city vehicles or infrastructure problems would ever exceed $100,000.00; and

WHEREAS, if the City's experienced professional insurance adjustor would determine that allowable recoverable expenses pursuant to the *Fayetteville Code* would exceed $100,000.00, the City Council by unanimous consent should be able to authorize payment up to the insurance adjustor's reasonable compensation amount even if it exceeds $100,000.00.

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 § 39.10 **Water and Wastewater Damage Claim** by renumbering (C)(6) to (C)(7) and enacting a new (C)(6) as follows:

"(C)(6) If our experienced insurance adjustor's professional analysis determines that the reasonable compensation for the valid and allowable claim exceeds $100,000.00, the City Council by unanimous consent may authorize payment of the claim over the normal cap of $100,000.00 and up to the amount of reasonable compensation as determined by the City's professional insurance adjustor's analysis."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 39.11 **Damage Claims Other than Water and Wastewater Damage Claims** by renumbering subsection (C)(4) to (C)(5), renumbering current subsection (C)(5) to (C)(7), and enacting a new subsection (C)(4) as follows:

"(C)(4) The Administration is empowered and authorized to hire an experienced adjustor and rely upon the adjustor's professional analysis to establish reasonable compensation for any valid claim."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends § 39.11 (C) by enacting a new subsection (C)(6) as follows:

"(C)(6) If our experienced insurance adjustor's professional analysis determines that the

reasonable compensation for the valid and allowable claim exceeds $100,000.00, the City Council by unanimous consent may authorize payment of the claim over the normal cap of $100,000.00 and up to the amount of reasonable compensation as determined by the City's professional insurance adjustor's analysis."

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby determines that these *Code* amendments shall apply and relate back to any claim for a damaging event that occurred on or after December 1, 2025.

Section 5: Emergency clause. The City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because some valid allowable damage claims might exceed the current $100,000.00 compensation cap pursuant to the professional analysis of our experienced insurance adjuster, but without these amendments, the City Council would not be able to legally pay that reasonable compensatory amount established by our insurance adjuster's professional analysis pursuant to the existing requirements of the *Fayetteville Code*. Therefore, to preserve our citizens' peace, health, and safety, the City Council hereby declares an emergency exists such that this amending ordinance shall become effective immediately upon its passage and approval.

CivicClerk No.: 2026-1016

AGENDA REQUEST FORM

FOR: Council Meeting of April 7, 2026

FROM: Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 39.10 (C) AND § 39.11 (C) TO AUTHORIZE THE USE OF AN EXPERIENCED INSURANCE ADJUSTOR TO ALLOW RARE, EXCEPTIONAL, AND SUBSTANTIALLY PROVEN CLAIMS ABOVE $100,000.00 TO BE PAID IF APPROVED BY UNANIMOUS CONSENT OF THE CITY COUNCIL AND TO DECLARE AN EMERGENCY

APPROVED FOR AGENDA:

Approved by email — 3-19-26

Council Member Scott Berna
Chair of Ordinance Review Committee
Date

March 19, 2026

Kit Williams
Approved as to form
Date

Acknowledged by email — 3-19-26

Mayor Molly Rawn
Acknowledgement
Date

Outlook

RE: Agenda Request form

From Berna, Scott <scott.berna@fayetteville-ar.gov>
Date Thu 3/19/2026 12:22 PM
To Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc Pennington, Blake <bpennington@fayetteville-ar.gov>

approved

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Thursday, March 19, 2026 11:44 AM
To: Berna, Scott <scott.berna@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: Agenda Request form

Scott,

Please find attached the agenda request form and the ordinance as recommended for approval by the Ordinance Review Committee. Please advise if this meets your approval.

If so, I will forward it to the Mayor for her information. I will then send it out with my memo which includes the explanation provided in my earlier memo to the Committee as well as an explanation for the retroactive effect back to December 1, 2025, and the emergency clause as recommended by the Ordinance Review Committee.

Kit Williams
City Attorney
City of Fayetteville AR
479-575-8313

From: City Hall 3rd Floor BW Copier Shared <3rdfloorbw@fayetteville-ar.gov>
Sent: Thursday, March 19, 2026 11:41 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Attached Image

Outlook

RE: Attached Image

From Rawn, Molly <molly.rawn@fayetteville-ar.gov>
Date Thu 3/19/2026 4:00 PM
To Williams, Kit <kwilliams@fayetteville-ar.gov>; Dotson, Steven <sdotson@fayetteville-ar.gov>

Great! Thank you and sorry for the delay

Mayor Molly Rawn
City of Fayetteville, Arkansas
Mayor@fayetteville-ar.gov
(479) 575-8330

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Thursday, March 19, 2026 1:41 PM
To: Rawn, Molly <molly.rawn@fayetteville-ar.gov>; Dotson, Steven <sdotson@fayetteville-ar.gov>
Subject: Fw: Attached Image

Mayor,

Attached is the agenda request form approved by Scott Berna as Chair of the Ordinance Review Committee. Also attached is the proposed ordinance. Please acknowledge this agenda request form either by email, or I can bring the original request form down for your signature. Chief Finance Officer Steven Dotson attended the Ordinance Review Committee meeting yesterday afternoon if you have any questions or you can ask me about anything concerning the proposed ordinance..

Kit Williams
City Attorney
City of Fayetteville AR
479-575-8313

From: City Hall 3rd Floor BW Copier Shared <3rdfloorbw@fayetteville-ar.gov>
Sent: Thursday, March 19, 2026 1:42 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Attached Image

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Keith Macedo**, Chief of Staff
Tim Nyander, Utilities Director

FROM: **Kit Williams**, City Attorney

DATE: **March 19, 2026**

RE: **Report and Recommendation from the Ordinance Review Committee Concerning Possible Amendment of Claims Code to Allow Payment of Claims in Excess of $100,000.00**

The Ordinance Review Committee met on Wednesday to consider possible ways to allow the City Council to pay for a clearly proven and documented claim which our expert insurance adjustor's analysis had determined exceeded $100,000.00 in *Code* allowed and valid damages. Only those clearly identified damages authorized by the *Code* could be considered, and all parts of the Damage Claims Code must be complied with by the claimant. The Ordinance Review Committee recommends the following new subsection to be added both to § 39.10 **Water and Wastewater Damage Claims** and § 39.11 **Damage Claims Other Than Water and Wastewater Damage Claims**.

"If our experienced insurance adjustor's professional analysis determines that the reasonable compensation for the valid and allowable claim exceeds $100,000.00, the City Council by unanimous consent may authorize payment of the claim over the normal cap of $100,000.00 and up to the amount of reasonable compensation as determined by the City's professional insurance adjustor's analysis."

If the City Council desires to make this new authorization applicable to the Skrocki wastewater claim, this ordinance would need to be made retroactive to December 1, 2025 which is also recommended unanimously by the Ordinance Review Committee (See Section 4).

The existing resolution which requests the correct maximum $100,000.00 payment would need to be amended to reflect our insurance adjustor's compensatory analysis which exceeds $100,000.00 once the new amending ordinance is effective.

The Ordinance Review Committee also recommended an Emergency Clause for this ordinance so it can become effective immediately. This is Section 5 of the ordinance. If the City Council would pass this ordinance amending the damage claim provisions of the *Fayetteville Code* on April 7, 2026, the resolution authorizing potentially more than $100,000.00 and up to the insurance adjustor's valuation of damages could safely be passed at the April 21, 2026 City Council meeting. I do not recommend that the City Council attempt to pass both the Ordinance amending the Code and the resolution granting compensation at the same meeting because of proof problems about effective dates of these two provisions. Waiting until the second meeting in April assures that the large compensatory damage resolution would be valid.

Attached are the proposed and recommended ordinance as well as how the § 39.10 and § 39.11 would read if the recommended ordinance is passed.

AN ORDINANCE TO AMEND § 39.10 (C) AND § 39.11 (C) TO AUTHORIZE THE USE OF AN EXPERIENCED INSURANCE ADJUSTOR TO ALLOW RARE, EXCEPTIONAL, AND SUBSTANTIALLY PROVEN CLAIMS ABOVE $100,000.00 TO BE PAID IF APPROVED BY UNANIMOUS CONSENT OF THE CITY COUNCIL AND TO DECLARE AN EMERGENCY

WHEREAS, very few damage claims for water, wastewater or other uninsured city vehicles or infrastructure problems would ever exceed $100,000.00; and

WHEREAS, if the City's experienced professional insurance adjustor would determine that allowable recoverable expenses pursuant to the *Fayetteville Code* would exceed $100,000.00, the City Council by unanimous consent should be able to authorize payment up to the insurance adjustor's reasonable compensation amount even if it exceeds $100,000.00.

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"(C)(4) The Administration is empowered and authorized to hire an experienced adjustor and rely upon the adjustor's professional analysis to establish reasonable compensation for any valid claim."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends § 39.11 (C) by enacting a new subsection (C)(6) as follows:

"(C)(6) If our experienced insurance adjustor's professional analysis determines that the reasonable compensation for the valid and allowable claim exceeds $100,000.00, the City Council by unanimous consent may authorize payment of the claim over the normal cap of $100,000.00 and up to the amount of reasonable compensation as determined by the City's professional insurance adjustor's analysis."

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby determines that these *Code* amendments shall apply and relate back to any claim for a damaging event that occurred on or after December 1, 2025.

Section 5: Emergency clause. The City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because some valid allowable damage claims might exceed the current $100,000.00 compensation cap pursuant to the professional analysis of our experienced insurance adjuster, but without these amendments, the City Council would not be able to legally pay that reasonable compensatory amount established by our insurance adjuster's professional analysis pursuant to the existing requirements of the *Fayetteville Code*. Therefore, to preserve our citizens' peace, health, and safety, the City Council hereby declares an emergency exists such that this amending ordinance shall become effective immediately upon its passage and approval.

See the three highlighted subsections proposed to be added.

39.10 Water And Wastewater Damage Claims

(A) *Establishment of Property Damage Claim Compensation Policy.*

Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims proximately caused by a failure of the municipally owned water or wastewater infrastructure system that results in a trespass into and damage to private property.

(B) *Requirements for Property Damage Claims To Be Eligible for Compensation.*

(1) The cause of the damage must be directly attributed to a failure of municipal infrastructure owned and operated by the Fayetteville Water and Wastewater utility, and cannot be associated with or caused by a private sewer or water connection or service line.

(2) The failure must not be caused by factors beyond the city's control such as loss of electrical service; flooding of its infrastructure; acts of third parties; failure of claimants to properly maintain protective devices (back flow valves, check valves, clean out caps, etc.); acts of God; and other circumstances beyond the city's control.

(3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of property damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Utilities Director of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.

(4) When a possible water leak claim has been promptly called to the attention of water and sewer staff who initially could not detect or determine the cause of such leak which then caused the property owner to invest in sump pumps and/or other reasonable measures to protect its property, compensation for such property damage prevention efforts may be paid pursuant to this article if a compensable water leak is later discovered or confirmed by city staff.

(5) A property owner requesting compensation due to a sewer overflow shall install at the property owner's expense an approved sewer backflow prevention device prior to receiving city compensation for such sewer overflow.

(6) City staff is authorized to promptly hire a remediation/mitigation service for a likely compensable water or sewer claim. The city shall pay for this cost as part of the entire cost of the compensable claim. A property owner's refusal or hinderance of this remediation/mitigation service shall reduce or even eliminate the property owner's damage claim.

(C) *Limitation of Any Compensation That Might Be Paid.*

(1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.

(2) Compensation which may be paid for damage to property shall be limited to the cost of cleaning or repair of the damage or, in the event that the cost of cleaning or repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than cleaning, repair or replacement of property, and, in extreme cases, dislocation expenses not to exceed three (3) days.

(3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for

a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.

(4) The Utilities Department Director may not authorize any payment greater than $35,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than $35,000.00 by resolution, but in no case shall the city pay more than $50,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds (⅔) majority approves an exemption from the $50,000.00 damage cap and approves a payment up to $100,000.00.

(5) The Water and Sewer Utility Department is empowered and authorized to hire and rely upon an experienced insurance adjustor's professional analysis to establish reasonable compensation for any claim.

(6) If our experienced insurance adjustor's professional analysis determines that the reasonable compensation for the valid and allowable claim exceeds $100,000.00, the City Council by unanimous consent may authorize payment of the claim over the normal cap of $100,000.00 and up to the amount of reasonable compensation as determined by the City's professional insurance adjustor's analysis.

(7) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303 nor the claims procedure and limitations to comply with that state law.

(D) *Discretion of the City.*

The city acting through its Utilities Department Director has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.

(E) *Release Required if Compensation Paid.*

If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.

39.11 Damage Claims Other Than Water And Wastewater Damage Claims

(A) *Establishment of Property Damage Claim Compensation Policy.*

Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims (other than water and wastewater) proximately caused by uninsured city vehicles, equipment, infrastructure, or personnel activities. Claims relating to city vehicles which are insured shall be handled by the city's insurance adjustor (currently the Municipal League) except that very small property damage claims may be voluntarily paid by the city if a full release is obtained.

(B) *Requirements for Property Damage Claims to Be Eligible for Compensation.*

(1) The cause of the damage must be directly attributed to a malfunction of such uninsured vehicle or equipment, neglect or misuse of such equipment by city personnel, dangerous disrepair of city infrastructure, or other similar situation.

(2) Any problem with the city's infrastructure that causes damage must not have been caused by factors beyond the city's control such as floods, tornados, ice storms or other acts of God, nor by acts of third parties, nor by the failure of a claimant to act in a reasonably prudent manner.

(3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Chief of Staff of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.

(C) *Limitation of Any Compensation That Might Be Paid.*

(1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.

(2) Compensation which may be paid for damage to property shall be limited to the cost of repair of the damage or, in the event that the cost of repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than repair or replacement of property.

(3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.

(4) The Administration is empowered and authorized to hire an experienced adjustor and rely upon the adjustor's professional analysis to establish reasonable compensation for any valid claim.

(5) The Chief of Staff may not authorize any payment greater than $35,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than $35,000.00 by resolution, but in no case shall the city pay more than $50,000.00 pursuant to this claims procedure for a damage claim unless in an extraordinary case the Mayor recommends and the City Council by two-thirds (⅔) majority approves an exemption from this $50,000.00 damage cap and approves a payment up to $100,000.00.

(6) If our experienced insurance adjustor's professional analysis determines that the reasonable compensation for the valid and allowable claim exceeds $100,000.00, the City Council by unanimous consent may authorize payment of the claim over the normal cap of $100,000.00 and up to the amount of reasonable compensation as determined by the City's professional insurance adjustor's analysis.

(7) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303, nor the claims procedure and limitations to comply with that state law.

(D) *Discretion of the City.*

(1) The city acting through its Chief of Staff has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.

(2) The city does not waive its sovereign immunity by considering whether or not to voluntarily pay any portion of a damage claim submitted for review under this section. The decision of the city is final and unappealable to any court.

(E) *Release Required if Compensation Paid.*

If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.