City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, April 21, 2026

5:30 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: 889 3743 9211
Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_AU-g4vQTRxWmNiclUeFxDg

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. 2026 Annual Housing Needs Assessment Report - Chief Housing Officer

Proposed Agenda Additions

A. Consent

A.1. Approval of the April 7, 2026 City Council Meeting Minutes

A.2. Authorize Purchase of Audio-Visual Equipment and Servicing from The Field Shop, Inc.:
A resolution to waive competitive bidding and authorize the purchase of new audio-visual equipment and repair services from The Field Shop, Inc. on an as-needed basis through December 2026, within the approved budget. (2026-1232)

A.3. Budget Amendment for Wastewater Department Trailer Purchase:
A resolution to approve the purchase of one tandem axle utility trailer from 36 North Collective in the amount of $21,385.00, pursuant to Resolution 71-26, plus any applicable surcharges, freight charges, and delivery fees, and to approve a budget amendment. (2026-909)

A.4. Water and Sewer Department Excavator Replacements from WT Transfer Holdings Company LLC.:
A resolution to approve the purchase of three bobcat mini-excavators from WT Transfer Holdings LLC in the total amount of $340,711.71, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees. (2026-910)

A.5. Water and Sewer Department Expansion Pipe Puller Attachment through ACME Trenchless Inc.:
A resolution to waive competitive bidding and authorize the purchase of one excavator attachment from ACME Trenchless Inc. in the amount of $52,493.43, plus any applicable sales taxes, freight charges and delivery fees, and to approve a budget amendment. (2026-1021)

A.6. Solid Waste Residential Refuse Truck Replacement through Arkansas Municipal Equipment Inc.:
A resolution to approve the purchase of one automated side loader refuse truck from Arkansas Municipal Equipment Inc. In the amount of $384,700.00, plus any applicable surcharges, freight charges, and delivery fees, pursuant to a Sourcewell Cooperative Purchasing Contract. (2026-1063)

A.7. Garver, LLC (Amendment No. 2):
A resolution to approve Amendment No. 2 to the Professional Engineering Services Agreement with Garver, LLC. in the amount of $2,974,800.00 to continue engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility, and to approve a budget amendment. (2026-998)

A.8. Drake Field - Garver Task Order 02:
A resolution to approve Task Order No. 2 with Garver, LLC in the amount of $49,300.00 for professional engineering services associated with the Hangar Infrastructure Improvements Phase 2 Project at Drake Field, to accept a grant in the amount of $300,000.00, and to approve a budget amendment. (2026-325)

A.9. Drake Field - Garver Task Order 03 North General Aviation Apron Rehabilitation:
A resolution to approve Task Order No. 3 with Garver, LLC in the amount of $117,800.00 for professional engineering services associated with the North General Aviation Apron Rehabilitation Project at Drake Field, to approve a

project contingency in the amount of $11,700.00, and to approve a budget amendment. (2026-1163)

A.10. Terminate Franchise Agreement:
A resolution to authorize the termination of an agreement with Onstott, LLC d/b/a Redbox+ Dumpsters of Northwest Arkansas for the hauling and disposal of solid waste in the City of Fayetteville. (2026-1206)

A.11. Approval to Authorize Purchase from Routeware, Inc.:
A resolution to approve the purchase of SmartCity Technology from Routeware, Inc in the amount of $45,400.00 for eight new recycling trucks, pursuant to a Houston-Galveston Area Council cooperative purchasing contract through September 30, 2028, and any future renewals, within the approved budget. (2026-1227)

A.12. 2025 Reappropriation Amendment:
A resolution to amend Resolution 48-26 by reducing the amount of reappropriations to the 2025 budget by $21,340,684.00, and to approve a budget amendment. (2026-501)

A.13. Contract for Bus Stop Concrete Pads:
A resolution to award Bid 26-29 and approve a contract with N.E.C., Inc. for construction of bus stop concrete pads at 21 Razorback Transit and Ozark Regional Transit stop locations in the amount of $116,397.50, and to approve a project contingency in the amount of $50,000.00. (2026-1233)

A.14. Sunbridge and College Phase I Sweetser Construction, Inc:
A resolution to waive competitive bidding and authorize a contract with Sweetser Construction, Inc. in the amount of $155,295 for the construction of drainage inlet tops and inlet extensions associated with Phase I of the Sunbridge and College Drainage Project, and to approve a project contingency in the amount of $25,000.00. (2026-1280)

A.15. Resident-Requested Traffic Calming Policy Update:
A resolution to approve a new Resident-Requested Traffic Calming Policy. (2026-516)

B. Public Hearing

B.1. Raze and Removal of a Dilapidated and Unsafe Structure at 20 N. School Ave.:
A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Stephen and Gretta Smith located at 20 North School Ave. in the City of Fayetteville, Arkansas. (2026-1187)

B.2. Raze and Removal of a Dilapidated and Unsafe Structure at 848 N. Jackson Dr.:
A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Born In a Barn, Inc. located at 848 North Jackson Drive in the City of Fayetteville, Arkansas. (2026-1194)

C. Unfinished Business

C.1. 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)

At the April 7, 2026 City Council meeting, this ordinance was left on the first reading.

C.2. 516 North Fallin Avenue Sewer Damage Claim:
A resolution pursuant to §39.10(C)(4) of the Fayetteville City Code to authorize a payment of $100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue. (2026-222)

At the February 17, 2026 City Council meeting, this resolution was tabled to the March 5, 2026 City Council meeting.

At the March 5, 2026 City Council meeting, this resolution was tabled to the April 21, 2026 City Council meeting.

C.3. Amend § 161.38 District CCR, Conservation, Cultural, and Recreation:
An ordinance to amend § 161.38 District CCR, Conservation, Cultural, and Recreation (CCR) to prohibit detention and retention ponds on CCR Zoning District from serving any uses except for Use Unit One's permitted uses. (2026-495)

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

At the April 7, 2026 City Council meeting, this ordinance was amended and left on the second reading.

C.4. Amend §114.02 of City Code to Update Regulations Governing Farmers Market Operations:
An ordinance to expand the physical footprint of the Fayetteville Farmers Market, allow additional market days and times, and authorize the sale of alcoholic

beverages by amending § 114.02 Farmers Market of the Fayetteville Code. (2026-884)

At the April 7, 2026 City Council meeting, this ordinance was left on the first reading.

D. New Business

D.1. PPL-2025-0005 South of W. Lierly Ln. and N. Velma Dr. (Appeal of Planning Commission Approval):
A resolution to grant the appeal of City Council Member Teresa Turk and deny Preliminary Plat Application PPL-2025-0005. (2026-1067)

D.2. RZN-2026-0006 South Crossover Rd.:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-06 for approximately 2.46 acres located at 620 South Crossover Road in Ward 1 from RSF-4, Residential Single-Family, Four Units Per Acre to UT, Urban Thoroughfare. (2026-1074)

D.3. RZN-2026-0007 South Washington Ave.:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-07 for approximately 0.30 acres located at 325 South Washington Avenue in Ward 1 from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban. (2026-1075)

E. City Council Tour

E.1. Agenda Item D.1: PPL-2025-0005 South of W. Lierly Ln. and N. Velma Dr. (Appeal of Planning Commission Approval):

Date & Time: April 17th, 2026 at 3:30 PM.
Address: Meet at the east end of Berseis Dr.
Parking: Park on-street at the east end of Berseis Dr. where there is access to the subject property. See attachment for further details.

F. Announcements

F.1. Board, Committee & Commission Vacancies Advertisement:
The Office of the City Clerk Treasurer is accepting applications for board, committee and commission vacancies. Applications must be submitted by 5:00 p.m. on Friday, April 24, 2026.

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

Unfinished Business and New Business:

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

Public Comments: Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote. As part of a person’s public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive

comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Cell Phones and Pagers: Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions.

Smoking Prohibited: There will be no smoking allowed in the City Council Chambers during City Council meetings.

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

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1232

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Brad Fulmer, IT Director
Keith Macedo, Chief of Staff

FROM: Doug Bankston, Director Of Media Services

SUBJECT: **A resolution to waive the requirements of formal competitive bidding and authorize the purchase of new audio-visual equipment, installation and repair services, and third-party service annual renewals from The Field Shop, Inc. on an as-needed basis through the end of 2026**

RECOMMENDATION:
Approve a resolution to waive the requirements of formal competitive bidding and to authorize the purchase on an as-needed basis of new audio-visual equipment, replacement equipment, installation and repair services, and third-party service annual renewals from The Field Shop, Inc., of Little Rock, Arkansas, through the end of 2026.

BACKGROUND:
The Field Shop, Inc. is one of multiple vendors utilized by Media Services for audio-visual equipment and software. Field Shop has provided equipment, installation and service of A/V upgrades in City Hall rooms 219, the former 326 and 111, and CH101; the Jordan Annex meeting room; and, the City of Fayetteville Television Center.

DISCUSSION:
Certain equipment and services/repairs/integrations in the meeting rooms and Television Center are specific to The Field Shop, Inc.'s design and customization. Field Shop can even remote into certain equipment to diagnose, repair, update, or reconfigure. The ability to make equipment and service purchases as needed reduces downtime of meeting rooms, the City meeting archive, etc., particularly in emergency cases. Also, The Field Shop, Inc. is the vendor and installer of various A/V software for meeting cablecasting and streaming and archive video on demand. Beginning in 2025, these software companies shifted various yearly billing from direct-bill to billing through the local vendor, which for the City is The Field Shop, Inc.

BUDGET/STAFF IMPACT:
Funds for A/V equipment, replacement, service, installation, and renewals have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund. No staff impact.

ATTACHMENTS: 3. Staff Review Form

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

File #: 2026-1232

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW AUDIO-VISUAL EQUIPMENT AND REPAIR SERVICES FROM THE FIELD SHOP, INC. ON AN AS-NEEDED BASIS THROUGH DECEMBER 2026, WITHIN THE APPROVED BUDGET

WHEREAS, the Field Shop, Inc. is one of multiple vendors utilized by Media Services for audio-visual equipment and software and has provided equipment, installation and service of A/V upgrades throughout city buildings; and

WHEREAS, certain equipment and services/repairs/integrations in the meeting rooms and Television Center are specific to The Field Shop, Inc.'s design and customization; and

WHEREAS, the ability to make equipment and service purchases as needed reduces downtime of meeting rooms and the City meeting archive, particularly in emergency cases; and

WHEREAS, the Field Shop, Inc. is the vendor and installer of various A/V software for meeting cablecasting and streaming and archive video on demand and these software companies shifted to billing through the local vendor, The Field Shop, Inc.

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 new audio-visual equipment and repair services from the Field Shop, Inc. on an as-needed basis through December 2026, within the approved budget.

City of Fayetteville Staff Review Form

2026-1232

Item ID

4/21/2026

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

Doug Bankston	4/1/2026	MEDIA SERVICES (060)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to waive the requirements of formal competitive bidding and authorize the purchase of new audio-visual equipment, installation and repair services, and third-party service annual renewals from The Field Shop, Inc. on an as-needed basis through the end of 2026

Budget Impact:

4470.060.8900-5210.00	Capital
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	127,049.80
		Expenses (Actual+Encum)	$	-
		Available Budget	$	127,049.80
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	127,049.80

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

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

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-909

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops
Chris Brown, Public Works Director

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Budget Amendment for Waste Water Department Trailer Purchase**

RECOMMENDATION:
A resolution to approve a budget amendment for the purchase of one tandem axle utility trailer for the purchase price of $21,385.00 along with any taxes, freight charges or delivery fees, pursuant to resolution 71-26.

BACKGROUND:
Expansion trailer (WWTP_F056), approved FY26 budgeted expansion.

DISCUSSION:

Fleet, Water Sewer, and Transportation have collaborated to standardize trailers across the fleet for transporting mini excavators and attachments while also reducing parts inventory and improving overall fleet efficiency. This purchase is in accordance with awarded Bid 26-23 that was approved at the March 17th City Council (Res. 71-26).

This FY26 approved expansion trailer was originally budgeted for FY25 pricing. With the recent approval of Bid 26-23, we are bringing a budget amendment for your approval regarding this purchase.

Fleet Operations recommends approval of this purchase.

BUDGET/STAFF IMPACT:
There is a budget amendment attached for your approval on this Wastewater expansion.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. 36 North Trailer Quote March 2026 - Single Trailer Quote, 6. Resolution 071-26 (Front Page)

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

File #: 2026-909

A RESOLUTION TO APPROVE THE PURCHASE OF ONE TANDEM AXLE UTILITY TRAILER FROM 36 NORTH COLLECTIVE IN THE AMOUNT OF $21,385.00, PURSUANT TO RESOLUTION 71-26, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, AND TO APPROVE A BUDGET AMENDMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one tandem axle utility trailer from 36 North Collective in the amount of $21,385.00, pursuant to Resolution 71-26, plus any applicable surcharges, freight charges, and delivery fees.

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

2026-909

Item ID

4/21/2026

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

Ross Jackson	3/16/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve a budget amendment for the purchase of one tandem axle utility trailer for the purchase price of $21,385.00 along with any taxes, freight charges or delivery fees, pursuant to resolution 71-26.

Budget Impact:

9700.770.1920-5802.00	Fleet Replacement Vehicles
Account Number	Fund
97001.5400.720 97000.5400.730	Shop - WSEW - Replacement, WWTP - Expansion
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,741,552.00
		Expenses (Actual+Encum)	$	1,399,743.76
		Available Budget	$	**1,341,808.24**
Does item have a direct cost?	Yes	Item Cost	$	106,925.00
Is a Budget Amendment attached?	Yes	Budget Amendment	$	2,600.00
		Remaining Budget	$	**1,237,483.24**

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	FLEET OPERATIONS (770)	BA Number
2026	Requestor:	Chelsey Voden	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

Wastewater has been approved for the purchase of an expansion trailer (WWTP_F056) in the amount of $21,000. The final cost of the trailer is $21,385, in addition to registration fees estimated at 10%. The request below is to cover the resulting funding shortfall.

COUNCIL DATE: 4/21/2026

ITEM ID#: **2026-909**

Holly Black
3/27/2026 9:30 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202635

TOTAL	2,600	2,600				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5400.730.5800-5801.00	(2,600)	-	02069	1	EX	Fixed Assets
5400.730.5800-7602.70	2,600	-	59700	5400	EX	Transfers To Funds - Shop
9700.770.1920-6602.40	-	2,600	97000	5400.730	RE	Transfer from Fund - Water & Sewer
9700.770.1920-5802.00	2,600	-	97000	5400.730	EX	Vehicles & Equipment - base
	-	-				
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36 NORTH COLLECTIVE

QUOTE PROPOSAL

Trailer Supply — Option A — Single Trailer

PROJECT INFORMATION

Quote For	City of Fayetteville	**Submitted By**	36 North Collective
Contact	Ross Jackson	**City, State**	Fayetteville, AR
Email	Rjackson@fayetteville-ar.gov	**Contact**	Adam DeLancey
Address	113 W. Mountain St., Fayetteville, AR 72701	**Phone**	479-502-1603
		Email	adam.delancey@36nns.com
		Quote Date	March 16, 2026
		Valid For	Through end of 2026

QUOTE DETAIL

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Trailer — Single Unit Supply *Supply and delivery of one (1) trailer per City of Fayetteville specifications*	$21,385.00	$21,385.00
1	Delivery & Coordination *Delivery to City of Fayetteville designated location(s)*	Included	Included

TOTAL QUOTE PRICE

$21,385.00

TERMS & CONDITIONS

- This quote is valid through end of 2026.
- Quote is based on information available at time of submission. Final pricing subject to confirmation of trailer specifications.
- Delivery timeline to be confirmed upon order placement.
- Payment terms: Net 30 days from invoice date.
- City of Fayetteville tax exemption certificate required prior to invoicing.

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

Resolution: 71-26

File Number: 2026-445

A RESOLUTION TO AWARD BID 26-23 AND APPROVE THE PURCHASE OF STANDARDIZED LOW PROFILE TRAILERS AS NEEDED WITHIN THE APPROVED BUDGET FOR $21,385.00 PER TRAILER, PLUS ANY APPLICABLE TAXES, FROM 36 NORTH NETWORK SOLUTIONS OF ARKANSAS THROUGH THE END OF 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-23 and authorizes the purchase of standardized low profile trailers as needed within the approved budget for $21,385.00 per trailer, plus any applicable taxes, from 36 North Network Solutions of Arkansas through the end of 2026.

PASSED and APPROVED on March 17, 2026

Approved:

Molly Rawn

Molly Rawn, Mayor

Attest:

Kara Paxton

Kara Paxton, City Clerk Treasurer

CITY CLERK TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-910

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Water Sewer Department Excavator Replacements from WT Transfer Holdings Company LLC.**

RECOMMENDATION:
A resolution to approve the purchase of three Bobcat mini-excavators for the purchase price of $340,711.71 from WT Transfer Holdings LLC., along with any, freight charges, surcharges or delivery fees according to a Sourcewell cooperative purchasing contract (#020223-CEC).

BACKGROUND:
The following items have been identified for replacement by our fleet management software and fleet staff.
699 (WSEW_F065) 2012 Caterpillar 450E Backhoe
832 (WSEW_F072) 2018 Bobcat E45 mini-excavator
835 (WSEW_F079) 2018 Bobcat E42 mini-excavator

DISCUSSION:

Asset 699 - Fleet recommends replacing this large backhoe with a smaller excavator better aligned with current operational needs. The existing unit is oversized for the majority of daily tasks, including service line repairs, valve work, and confined urban excavation. Right-sizing this asset will improve operational efficiency while maintaining full mission capability. The replacement unit will be a smaller excavator equipped with additional attachments to support a wider range of field operations and improve overall versatility.

Assets 832 and 835 - Fleet recommends replacement of these excavators with upgraded units to maintain operational reliability and emergency response capability. Both units have reached the end of their service life and require significant repairs, including track and hydraulic pump replacement. Increasing downtime has slowed the department's ability to complete critical infrastructure repairs. As part of fleet standardization efforts, Water and Sewer will transition to E60-sized excavators, which provide increased power and compatibility with pipe puller attachments used in field operations.

BUDGET/STAFF IMPACT:
Sufficient funds have been budgeted within the project to purchase these replacement assets.

ATTACHMENTS: 3. Staff Review Form, 4. Replacement Bobcat Quote 699-860, 5. Replacement Bobcat Quote 832-858, 6. Replacement Bobcat Quote 835-859, 7. Bobcat E60 Pricing - Good Through May15th 2026

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

File #: 2026-910

A RESOLUTION TO APPROVE THE PURCHASE OF THREE BOBCAT MINI-EXCAVATORS FROM WT TRANSFER HOLDINGS LLC IN THE TOTAL AMOUNT OF $340,711.71, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of three Bobcat mini-excavators from WT Transfer Holdings LLC in the total amount of $340,711.71, pursuant to a Sourcewell cooperative purchasing contract, plus any applicable surcharges, freight charges, and delivery fees.

City of Fayetteville Staff Review Form

2026-910

Item ID

4/21/2026

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

Ross Jackson	3/19/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve the purchase of three Bobcat mini-excavators for the purchase price of $340,711.71 from WT Transfer Holdings LLC., along with any, freight charges, surcharges or delivery fees according to a Sourcewell cooperative purchasing contract (#020223-CEC).

Budget Impact:

9700.770.1920-5802.00	FLEET
Account Number	Fund
97001.5400.720	Shop - WSEW Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,720,552.00
		Expenses (Actual+Encum)	$	1,400,980.48
		Available Budget	$	**1,319,571.52**
Does item have a direct cost?	Yes	Item Cost	$	340,711.71
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	**978,859.81**

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Quotation Number: **TB1564264**
Quote Sent Date: **Dec 12, 2025**
Expiration Date: **Feb 10, 2026**
Prepared By: **Tim Bailey**
Phone:
Email: tbailey@williamstractor.com

Customer
CITY OF FAYETTEVILLE G9674
FLEET OPERATIONS
FAYETTEVILLE, AR, 72701

Contact

Dealer
WT Equipment, Fayetteville, AR
4190 SOUTH 48TH STREET
SPRINGDALE, AR, 72762

Item Name	Item Number	Quantity	Price Each	Total
E60 R2-Series Bobcat Compact Excavator	M3321	1	62,823.89	62,823.89
Standard Equipment: 55.7 HP Turbocharged, Bobcat 2.4L, Tier 4 Diesel Engine, Non-DPF Auto-Idle Auto-Shift, Two-Speed Travel Auxiliary Hydraulics with Selectable Flow w/ Arm Mounted Flush Face Quick Couplers Canopy: Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD) Conventional Tail Swing Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyless Start LED Work Lights Lift Eye Long Arm Rubber Tracks Spark Arrestor Deluxe Instrument Panel Vandalism Protection X-Change Attachment Mounting System Telematics with 2-year Machine IQ Basics Subscription +90-Day Machine IQ Health & Security Trial Warranty: 2 years, or 2000 hours whichever occurs first				
Cab Deluxe Package	M3321-P11-C12	1	8,970.63	8,970.63
Included: Cab Deluxe Package: Enclosed Cab with Auto HVAC, Telematics with 3-year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm,				
Hydraulic X-Change - Ext Arm	M3321-R06-C08	1	1,646.86	1,646.86
Hydraulic Clamp - X-Change (Class IV/V) - Extendable Arm	M3321-R08-C33	1	2,115.19	2,115.19
Extendable Arm with Add-On Counterweight	M3321-R03-C10	1	6,432.67	6,432.67
Hydraulic Angle Blade	M3321-R12-C02	1	2,464.93	2,464.93

Second Auxiliary Hydraulics - Ext Arm	M3321-R07-C03	1	1,159.10	1,159.10
18" MX4 XCHG TEETH	7322082	1	1,252.48	1,252.48
24" MX4 XCHG TEETH	7311868	1	1,444.76	1,444.76
HB980 Hydraulic Breaker with Nail Point	46913650	1	8,411.68	8,411.68
X-Change Mounting Cap - HB880/HB980/NB150/NB160 and PCF64 plate compactor	7113657	1	604.96	604.96
Hose Kit- E32/E35 Long/Ext. Arm, E32-E38 R2 Ext. Arm, E42/E45 Long/Ext. Arm, E42-E60 R2 Ext. Arm	7180019	1	299.44	299.44
PCF64 Plate Compactor (PCF64)	7210256	1	5,990.32	5,990.32
PC Hose Kit, Long Arm	7217834	1	240.16	240.16
X-Change Mounting Cap - HB880/HB980/NB150/NB160 and PCF64 plate compactor	7113657	1	604.96	604.96
	Total for E60 R2-Series Bobcat Compact Excavator			104,462.03

Quote Subtotal	104,462.03
Dealer PDI	350.00
Tariff Surcharge	5,566.04
Freight Charges	2,000.00
Destination Charges	960.00
Dealer Assembly Charges	232.50
Sales Total before Taxes	113,570.57
Taxes	0.00
Quote Total - USD	**113,570.57**

Notes: Sourcewell Contract #020223-CEC

Customer Acceptance:
Quotation Number: **TB1564264** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐

Quotation Number: **TB1564264**
Quote Sent Date: **Dec 12, 2025**
Expiration Date: **Feb 10, 2026**
Prepared By: **Tim Bailey**
Phone:
Email: tbailey@williamstractor.com

Customer
CITY OF FAYETTEVILLE G9674
FLEET OPERATIONS
FAYETTEVILLE, AR, 72701

Contact

Dealer
WT Equipment, Fayetteville, AR
4190 SOUTH 48TH STREET
SPRINGDALE, AR, 72762

Item Name	Item Number	Quantity	Price Each	Total
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HB980 Hydraulic Breaker with Nail Point	46913650	1	8,411.68	8,411.68
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PC Hose Kit, Long Arm	7217834	1	240.16	240.16
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	Total for E60 R2-Series Bobcat Compact Excavator			104,462.03

Quote Subtotal	104,462.03
Dealer PDI	350.00
Tariff Surcharge	5,566.04
Freight Charges	2,000.00
Destination Charges	960.00
Dealer Assembly Charges	232.50
Sales Total before Taxes	113,570.57
Taxes	0.00
Quote Total - USD	**113,570.57**

Notes: Sourcewell Contract #020223-CEC

Customer Acceptance:
Quotation Number: **TB1564264** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐

Quotation Number: **TB1564264**
Quote Sent Date: **Dec 12, 2025**
Expiration Date: **Feb 10, 2026**
Prepared By: **Tim Bailey**
Phone:
Email: tbailey@williamstractor.com

Customer
CITY OF FAYETTEVILLE G9674
FLEET OPERATIONS
FAYETTEVILLE, AR, 72701

Contact

Dealer
WT Equipment, Fayetteville, AR
4190 SOUTH 48TH STREET
SPRINGDALE, AR, 72762

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	Total for E60 R2-Series Bobcat Compact Excavator			104,462.03

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Tariff Surcharge	5,566.04
Freight Charges	2,000.00
Destination Charges	960.00
Dealer Assembly Charges	232.50
Sales Total before Taxes	113,570.57
Taxes	0.00
Quote Total - USD	**113,570.57**

Notes: Sourcewell Contract #020223-CEC

Customer Acceptance:
Quotation Number: **TB1564264** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐

Jackson, Ross

From: Bailey, Tim <tbailey@wtequip.com>
Sent: Monday, March 30, 2026 10:40 AM
To: Jackson, Ross
Subject: RE: Quotes

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

Ross,
Yes, the Bobcat E60 quote will be good through May 15, 2026.
Thank you,

Tim Bailey
WT Equipment
4190 S. 48th St.
Springdale, AR 72762
479-442-8284 office
479-841-2401 cell
tbailey@wtequip.com

From: Jackson, Ross <rjackson@fayetteville-ar.gov>
Sent: Monday, March 30, 2026 10:30 AM
To: Bailey, Tim <tbailey@wtequip.com>
Subject: Quotes

External sender <rjackson@fayetteville-ar.gov>
Make sure you trust this sender before taking any actions.

Tim,

Purchasing needs to have either updated quotes on these or an email from you saying pricing is still good and if it will remain good through April 30th when I hope to be processing PO's if approved by City Council prior to that.

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
Fleet Operations
Public Works Department
City of Fayetteville, Arkansas
479-444-3494
rjackson@fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1021

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Water and Sewer Department expansion pipe puller attachment through Acme Trenchless Inc.**

RECOMMENDATION:
A resolution to waive competitive bidding and approve the purchase of one excavator attachment with accessories from Acme Trenchless Inc. in the amount of $52,493.43 plus any additional taxes, freight charges and delivery fees and the approval of a budget amendment.

BACKGROUND:
The Water and Sewer Department is in need of an additional pipe pulling machine to increase service capacity. Currently, the two units that are in service are split between large subdivision replacement projects. The third one would be used for water service line leak repairs. There is an available third excavator that will be used for the operation of this attachment.

DISCUSSION:
The addition of this attachment will allow the Water and Sewer Department to have a cost-effective option to continue to repair and improve the City's infrastructure and rapidly reduce water loss.

Back in 2025, both the Water and Sewer Department and Fleet Operations received a demo of this attachment specifically made to be adapted to the Bobcat excavators and were able to use it in the field for live water line repairs. It was able to successfully remove and replace multiple lines with the training and assistance of Acme Trenchless field reps. Fast-forward to the beginning of FY2026, and we have currently purchased (2) pipe pullers of which this would be the third purchased.

This was originally brought to Purchasing to bid out as well. However, as the bidding process unfolded, it was apparent with only (2) known manufacturers of this product and interested parties, Purchasing chose to approve a Sole Source / waive competitive bidding for the Acme Pipe Puller from Acme Trenchless with the justification that they provide the only solution for removing pipes with a 2" diameter.

For some additional background, according to the Water and Sewer department the city has approximately 800-1000 2-inch service lines and the Acme Trenchless product as presented here would be the only pipe puller capable of repairing these water lines. Lastly, Acme was the only product capable of pulling 120' of 2-inch line. The other product would only be capable of 80' pulls of 1-inch line.

BUDGET/STAFF IMPACT:

Currently, $30,000 allocated for another FY26 approved expansion UTV is proposed to be redirected toward the purchase of a pipe puller attachment, pending City Council approval of a budget amendment.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Acme Quote 316 2.24.2026, 6. Price Hold Verification

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

File #: 2026-1021

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF ONE EXCAVATOR ATTACHMENT FROM ACME TRENCHLESS INC. IN THE AMOUNT OF $52,493.43, PLUS ANY APPLICABLE SALES TAXES, FREIGHT CHARGES AND DELIVERY FEES, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, the Utilities Department is in need of an additional pipe pulling machine to increase service capacity; and

WHEREAS, the two units that are currently in service are split between large subdivision replacement projects and a third one would be used for water service line leak repairs; and

WHEREAS, the purchase of this attachment will allow the Utilities Department to have a cost-effective option to continue to repair and improve the City's infrastructure and rapidly reduce water loss; and

WHEREAS, ACME Trenchless provides the only solution for removing pipes with a 2" diameter.

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 one excavator attachment from ACME Trenchless Inc. in the amount of $52,493.43, plus any applicable sales taxes, freight charges and delivery fees.

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

2026-1021

Item ID

4/21/2026

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

Ross Jackson	3/19/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to waive competitive bidding and approve the purchase of one excavator attachment with the accessories from the Acme Trenchless Inc. in the amount of $52,493.43 plus any additional freight charges and delivery fees with the approval of a budget amendment.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
97000.5400.720	Fleet Expansion Vehicles
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	60,489.00
		Expenses (Actual+Encum)	$	31,814.85
		Available Budget	$	**28,674.15**
Does item have a direct cost?	Yes	Item Cost	$	52,493.43
Is a Budget Amendment attached?	Yes	Budget Amendment	$	24,000.00
		Remaining Budget	$	**180.72**

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	FLEET OPERATIONS (770)	BA Number
2026	**Requestor:**	Chelsey Voden	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

A resolution to waive competitive bidding and approve the purchase of one excavator attachment (WSEW_F128) with the accessories from Acme Trenchless Inc. in the amount of $52,493.43 plus any additional freight charges and delivery fees and the approval of a budget amendment.

The Water/ Sewer Department is in need of an additional pipe pulling machine to increase service capacity. Currently, the two units that are in service are split between large subdivision replacement projects. The third one would be used for water service line leak repairs.

COUNCIL DATE: 4/21/2026

ITEM ID#: **2026-1021**

Holly Black
3/27/2026 9:44 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202635

TOTAL	24,000	24,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5400.720.5600-5314.00	(24,000)	-	10006	1	EX	Professional Services
5400.720.4000-7602.70	24,000	-	59700	5400	EX	Transfers To Funds - Shop
9700.770.1920-6602.40	-	24,000	97000	5400.720	RE	Transfer from Fund - Water & Sewer
9700.770.1920-5802.00	24,000	-	97000	5400.720	EX	Vehicles & Equipment - base
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Acme Trenchless Inc
W13355 Co Rd KK
Ripon, WI 54971
acmetrenchless.com

Quote

Date	Quote #
2/24/2026	316

Customer	Ship To
City of Fayetteville 113 W Mountain St Fayetteville, AR 72701	City of Fayetteville 2435 S Industrial Drive Fayetteville, AR 72701

P.O. Number	Quote Valid For	Terms	FOB	Rep
	30 days	Net 30	Ripon	DW

MPN	Item	Description	Qty	Cost	Total
102	The ACME Pipe Winch 102	Model PWT 3560 Hydraulic pipe pulling winch assembly complete w/ hoses, guards, cable drag, face plate, L & R foot, foot fairlead, Bobcat coupler.		45,980.00	45,980.00T
706	Extraction Cage	Extraction Cage 18" long, upsized front and rear plates		1,850.00	1,850.00T
		Sales Tax		9.75%	4,663.43

Thank you for your business.

Total $52,493.43

Jackson, Ross

From: Dave Williams <davewilliams@acmetrenchless.com>
Sent: Tuesday, March 24, 2026 9:17 AM
To: Jackson, Ross
Subject: Re: Pulling Parts Order

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.

Hello Ross,

Acme will honor the pricing in Quote 316 through May 31, 2026 as stated. Thank you

Regards,

Dave Williams
ACME Trenchless Inc
W13355 Co Rd KK
Ripon, WI 54971
920-376-4222

On Tue, Mar 24, 2026 at 8:53 AM Jackson, Ross <rjackson@fayetteville-ar.gov> wrote:

> Dave,
>
> Here is the correct attachment. Let me know.
>
> Thank you,
>
> **Ross Jackson Jr., CAFM**
>
> Fleet Operations Superintendent
>
> Fleet Operations
>
> Public Works Department
>
> City of Fayetteville, Arkansas
>
> 479-444-3494
>
> rjackson@fayetteville-ar.gov

From: Jackson, Ross
Sent: Monday, March 23, 2026 2:08 PM
To: 'Dave Williams' <davewilliams@acmetrenchless.com>; Watkins, Aaron <jwatkins@fayetteville-ar.gov>
Cc: Beasley, Devyne <dbeasley@fayetteville-ar.gov>; Ashworth, Cody <cashworth@fayetteville-ar.gov>; Voden, Chelsey <cvoden@fayetteville-ar.gov>
Subject: RE: Pulling Parts Order

Dave,

I am working on getting this next pipe puller on our April 21st City Council meeting for approval. Could you tell me if the current pricing will hold as quoted above through May 8th? I expect to have a PO to issue by then as long as it is approved at City Council. I am hoping to have the PO to you before that date as well.

Let me know.

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

Fleet Operations

Public Works Department

City of Fayetteville, Arkansas

479-444-3494

rjackson@fayetteville-ar.gov

From: Dave Williams <davewilliams@acmetrenchless.com>
Sent: Tuesday, February 24, 2026 9:10 AM
To: Watkins, Aaron <jwatkins@fayetteville-ar.gov>
Cc: Beasley, Devyne <dbeasley@fayetteville-ar.gov>; Ashworth, Cody <cashworth@fayetteville-ar.gov>; Jackson, Ross <rjackson@fayetteville-ar.gov>
Subject: Re: Pulling Parts Order

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.

Hi Aaron,

Quote attached for the heads, Mac Daddy winch quote in a bit...

On Tue, Feb 24, 2026 at 8:24 AM Watkins, Aaron <jwatkins@fayetteville-ar.gov> wrote:

> Dave,
>
> Can you send a quote for the items below, please:
>
> - 3 Each - 536-242 Splitter Head Assembly (2.5” Diameter) Button Stop
> - 6 Each – 542 Blades
> - Freight
>
> Also – Can you send a quoter for a new puller, with extension plate, and larger winch? It will have the same Bobcat connecting plate as the last ones.
>
> **Aaron Watkins**
>
> Water & Sewer Operations Manager
>
> City of Fayetteville, Arkansas

479-575-8203

jwatkins@fayetteville-ar.gov

--

Regards,

Dave Williams

ACME Trenchless Inc

W13355 Co Rd KK

Ripon, WI 54971

920-376-4222

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1063

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Solid Waste Residential Refuse Truck Replacement through Arkansas Municipal Equipment Inc.**

RECOMMENDATION:
A resolution to authorize the purchase of one automated side loader refuse truck in the amount of $384,700 from Arkansas Municipal Equipment Inc. along with any surcharges, freight charges or delivery fees, pursuant to Sourcewell Contract #110223-NWY.

BACKGROUND:
4050 (SWST_017) is a model year 2020 that has reached replacement with 13+/15 points in our fleet management software.

DISCUSSION:
To maintain operational efficiencies for the Recycling and Trash Collection Department, Fleet Operations recommends the on-time replacement of this residential refuse truck. Arkansas Municipal Equipment Inc. is an authorized Distributor for New Way Trucks under Sourcewell Contract #110223-NWY.

BUDGET/STAFF IMPACT:
This is a budgeted FY26 replacement and sufficient funds are budgeted for its replacement.

ATTACHMENTS: 3. Staff Review Form, 4. AME Quote Mack ASL $384,700, 5. 1634 Body Specs, 6. Specs -- 2026 Mack LR for Rotopac

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

File #: 2026-1063

A RESOLUTION TO APPROVE THE PURCHASE OF ONE AUTOMATED SIDE LOADER REFUSE TRUCK FROM ARKANSAS MUNICIPAL EQUIPMENT INC. IN THE AMOUNT OF $384,700.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one automated side loader refuse truck from Arkansas Municipal Equipment Inc. in the amount of $384,700.00, plus any applicable surcharges, freight charges, and delivery fees, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2026-1063

Item ID

4/21/2026

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

Ross Jackson	3/23/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of one automated side loader refuse truck in the amount of $384,700 from Arkansas Municipal Equipment Inc. along with any surcharges, freight charges or delivery fees.

Budget Impact:

9700.770.1920-5802.00	Fleet
Account Number	Fund
97001.5500.750	Shop - SWST Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	4,292,438.00
		Expenses (Actual+Encum)	$	3,396,229.90
		Available Budget	$	**896,208.10**
Does item have a direct cost?	Yes	Item Cost	$	384,700.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**511,508.10**

V20221130

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

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

Original Contract Number: _____

Comments:

Arkansas Municipal Equipment

Invoice

P.O. Box 157
Poyen, Arkansas 72128
501 601 5588 ** info@ametrucks.com **

To: City of Fayetteville, Arkansas
1525 S. Happy Hollow Road
Fayetteville, Arkansas 72701
Sourcewell Member #: SW110223-NWY

Invoice #: PB5201125

Date: 03/12/2026

AR Dealer # M 8116	Sorucewell Contract # 110223-NWY

Qty	Description	Each	Total
1.00	2026 Mack LR64R	$ 384,700.00	$ 384,700.00
	27YD Roto Pac		
	VIN#:1M2LR2GC7TM011634		
	4500RDS Transmission		
	Warranty Included:		
	5 Year Engine & Aftertreatment		
	5 Year Transmission Warranty		
	5 Year Towing		
	5 Year Cylinder		
	5 Year Body		
	5 Year Hydrualic		
	****AME is willing to accept and PO in lieu of a signed quote.**		
	Customer Signature: _____ Date: _____		
	Dealer Signature: ___Daniel Ellison_____Date: _03/24/2026		
		Subtotal	$ 384,700.00
		Sales tax	
		Freight	
		Total	$ 384,700.00

NEW WAY
Driving The Difference.
a quality product of McLaughlin FAMILY COMPANIES

809 Locust Street · Scranton, IA 51462 · 800 831 1858 · newwaytrucks.com

INVOICE - 306845

Date: 10/2/2025

Arkansas Municipal Equipment
PO Box 157
14263 HWY 270
Poyen AR 72128 United States

Sold To:

Ship To: *Arkansas Municipal Equipment / PO Box 157 / 14263 HWY 270*

PO Number:	Terms: Net 30	F.O.B.: Origin
	Ordered: 3/4/2025	Ship Via: Most Cost Efficient
Order #: 192959	Packing Slip: 95938	Ship Date: 10/2/2025

Line	Part Number/Description	Quantity	Unit Price	Unit Discount	Net Unit	Ext Price
1	9060	1.000000 /EA				

R-PAC BODY,CRVD FLR,27YD

Chassis VIN: 1M2LR2GC7TM011634 **Chassis Make:** Mack **Chassis Model:** LR64

Serial Number: 29579R **Job No.:** 192959-1-1

1:144834 ASSY,ARM,96 GAL,BL1066 CHAIN,FRT SGL PADDLE,NO REAR WRAP HORZ FRAME,3.0,ASL Qty:1

2:136533 OPT,HPR ACCESS LADDER,G-CV25-42,R-PAC Qty:1

3:144642 OPT,BROOM/SHOVEL & MNT BRKTS,R-PAC Qty:1

4:138574 OPT,REM GREASE,TG HINGE & CYL & BODY LIFT PIN,R-PAC Qty:1

5:138501 OPT,PAINT WHITE,R-PAC Qty:1

N0006EX

6:141782 OPT,BCKUP LIGHTS,LED,MID BODY,REVERSE ON,R-PAC Qty:1

7:138505 OPT,BCKUP LIGHTS,LED,MID TG,REVERSE ON,R-PAC Qty:1

8:138509 OPT,HPR LIGHTS,LED,1 HPR/1 ARM,R-PAC,MINI SL Qty:1

9:138512 OPT,INTEGRATED STROBE,2 RND,UPR TG,R-PAC Qty:1

10:138511 OPT,INTEGRATED STROBE,2 RND,LWR TG,R-PAC Qty:1

11:139545 OPT,FRT,RND,INTEGRATED STROBE,G-CV26-56,R-PAC Qty:1

12:149791 OPT,4 CAMERA,7IN DVR MONITOR,4401 HVR,CABLES,SV 650 FDH,41AHD DOME,SAFETY VISION Qty:1

Mount monitor on ceiling

13:136430 OPT,CAMERA LOCATION MNT,CENTER TG FACING REAR,ASL,FL Qty:1

14:138615 OPT,CAMERA LOCATION MNT,BODY RT FACING ARM,BEHIND HPR,R-PAC Qty:1

15:138616 OPT,CAMERA LOCATION MNT,HPR UPR,LF,FRT BULKHEAD,R-PAC Qty:1

16:137733 OPT,CAMERA LOCATION MNT,DASH FACING FORWARD Qty:1

Mount on ceiling facing forward (Dome Camera)

17:127005 WARRANTY,1YR HYD,1YR BODY,2YR CYL Qty:1

18:138489 OPT,HOT SHIFT PTO,PISTON PUMP,R-PAC Qty:1

19:104217 OPT,PTO HOUR METER Qty:1

20:142619 OPT,CAN BUS,DUAL JOYSTICKS,NO BUCKET,R-PAC Qty:1

21:138573 OPT,ARM CTRL SWITCHES UNDER SEAT FOR ARM,R-PAC Qty:1

22:113305 OPT,FIRE EXT,10 LB Qty:1

23:119201 OPT,TRIANGLE,SAFETY,ROADSIDE Qty:1

CUSTOMER PROPOSAL

PREPARED FOR

SCRANTON MANUFACTURING
101 State St
SCRANTON
IA 51462-8422

DATE

2/24/2026

PREPARED BY

VANGUARD TRUCK CENTER OF ST. LOUIS
1 VANGUARD WAY
CAHOKIA
IL 62206-2581

QUOTE INFORMATION

VANG2024000357D886
LR 64R MACK SPEC
Qty: 1

TECHNICAL SPECIFICATION

LR 64R MACK SPEC

				WEIGHT (LB)	
MODEL DEFINING			**DESCRIPTION**	FRONT	REAR
S	PB100K	PRICE BOOK LEVEL	2026A Pricebook	0	0

				WEIGHT (LB)	
APPLICATION PACKAGES			**DESCRIPTION**	FRONT	REAR
	MPK1TK	CHASSIS CONFIGURATION PACKAGE	LH Battery Box, 6.6 Gallon (25L) LH DEF, Single LH Fuel Tank, Vertical BOC DPF/SCR	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO			**DESCRIPTION**	FRONT	REAR
S	002GR2	CHASSIS (BASE MODEL)	LR 64R DAYCAB MACKSPEC	6,301	1,074
	MP2002	CUSTOMER FLEET SIZE	REGIONAL FLEET 25 OR MORE VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84010	INTENDED REGISTRATION LOCATION	GEORGIA	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
S	APPAA3	VEHICLE APPLICATION CLASS	CLASS B HIGHWAY-INNER CITY	0	0
	0050T5	VEHICLE USE & BODY/TRAILER TYPE	REFUSE AUTOMATIC SIDE LOADER TRUCK	0	0
	032A79	OPERATING TERRAIN GRADE CONDITIONS	16% STARTING GRADE	0	0
S	033A10	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
	0342A4	VEHICLE VOCATION	REFUSE / LANDFILL OPERATION	0	0

				WEIGHT (LB)	
ENGINE/TRANSMISSIONS			**DESCRIPTION**	FRONT	REAR
S	1004Q0	ENGINE / MOTOR	MP7-355C MACK 355HP @ 1600-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21	2,633	139
S	136206	TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION	732	245

				WEIGHT (LB)	
EXHAUST/EMISSIONS			**DESCRIPTION**	FRONT	REAR
S	Z8FT1X	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
	DF1021	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FRAME MOUNTED	131	67
	130AB7	EXHAUST	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXHAUST STACK PLAIN END PERF STACK DIFFUSER	0	0
	78AAAX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2025	0	0

				WEIGHT (LB)	
ENGINE EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	1250C5	AIR CLEANER	13" SINGLE ELEMENT, DRY TYPE W/SNORKEL BEHIND CAB, AIR RESTRICTION INDICATOR ON FILTER	0	0
S	H8XZ1X	BUG SCREEN	W/O BUG SCREEN/WINTER FRONT	-8	3

TECHNICAL SPECIFICATION *(cont.)*

		ENGINE EQUIPMENT	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	113093	AIR COMPRESSOR/DRYER	WABCO 1800P AIR DRYER W/O TURBO CUT OFF VALVE, W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
	132AB8	ALTERNATOR	DELCO 12V 165A (36SI) BRUSHLESS W/ REMOTE VOLTAGE SENSING	27	0
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	9	3
S	393AD9	BATTERY BOX - MOUNTING (x)	PERPENDICULAR TO FRAME 11" FROM NTOF (3 BATTERY MAX)	0	0
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC	0	0
S	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	0	0
S	NCXA5X	STARTER MOTOR	12 VOLT DELCO 39MT-MXT	31	0
	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	36	5
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
	119008	COOLANT PROTECTION	ETHYLENE GLYCOL EXTENDED LIFE COOLANT (50/50 MIX DYED ORANGE) TO -34DEG, W/ FILTER	0	0
S	508018	COOLING PERFORMANCE	W/O AUXILIARY COOLING	0	0
	124003	HOSES - RADIATOR/HEATER	SILICONE W/ SPRING LOADED CLAMPS FOR BOTH RADIATOR & HEATER HOSE	3	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
S	4TBA1X	ENGINE BLOCK HEATER RECEPTACLE (CA)	ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION	0	0

		CLUTCH/TRANS EQUIPMENT	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	MRP002	MINIMUM REQUIRED DRIVELINE SIZE (KAX)	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS-M	0	0
S	195AB0	DRIVELINE - MAIN	MERITOR 18 MXL "XTENDED LUBE" (PROPS-L)	9	9
S	204AA5	DRIVELINE - INTERAXLE	MERITOR 17 MXL "XTENDED LUBE"	0	0
S	8WAAAX	DRIVESHAFT INTERAXLE U-JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S	3IBABX	FLYWHEEL HOUSING MATERIAL	FLYWHEEL HOUSING, ALUMINUM	51	0
S	7RXAEX	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS	0	0
S	139008	TRANSMISSION OIL COOLER	ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES	0	0

		FRONT AXLE EQUIPMENT	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	0	0
	244AC3	SPRINGS - FRONT	MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	120	0
S	241081	BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+	0	0
S	U0AA1X	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC	0	0
S	V7AB1X	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0	0
S	0KXA1X	HUBS - FRONT	FERROUS	0	0
S	1KAA1X	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE	20	0
	245AA6	STEERING	M100P PLUS RIGHT SIDE ASSIST CYLINDER	142	0
S	2SAA1X	STATIC LOAD CUSHIONS	STATIC LOAD CUSHIONS	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
REAR AXLE EQUIPMENT			**DESCRIPTION**	FRONT	REAR
	268AB7	REAR AXLE	46000# (20900kg) MERITOR RT46-160	0	1,709
	617003	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0	0
	01800Y	CARRIER - REAR AXLE	VENDOR AXLES	0	0
S	3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
	TAXJAX	REAR AXLE RATIO	4.56 RATIO	0	0
	186AC7	REAR SUSPENSION	MACK mRIDE 46 PARABOLIC 3-LEAF, 46,000 lb, STANDARD DUTY	0	1,674
	GWXDGX	BOGIE SPREAD, REAR	54" AXLE SPACING (BOGIE WHEELBASE)	0	3
	YVXA1X	SHOCK ABSORBERS - REAR	REAR SHOCK ABSORBER	0	27
	XYXZ1X	TRANSVERSE TORQUE RODS	WITHOUT TRANSVERSE TORQUE RODS	0	-66
	253AA7	BRAKES - REAR	MERITOR - CAM 16.5"x8 5/8" Q+ (Total for QTY = 2)	0	150
	U4XA5X	BRAKE DRUMS - REAR	CENTRIFUSE	0	-44
S	U1AA1X	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC	0	0
	V1AB1X	SPRING BRAKE CHAMBERS - SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
	N5FAFX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: Middle Mount - Forward of Axle - Chamber Up	0	0
S	300AS0	SPRING BRAKE CHAMBERS - VENDOR	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
S	3GAA1X	BRAKE CHAMBER DIAPHRAGM MATERIAL (CA in PC28 only)	W/O BRAKE DIAPHRAGM OPTION	0	0
S	0LXI5X	HUBS - REAR	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	318
	698058	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT/FUEL TANKS			**DESCRIPTION**	FRONT	REAR
	271210	WHEELBASE	210"	247	247
	374091	AF (OVERHANG)	91"	-59	294
	MCE0LE	FRAME RAILS & LINERS	9.5 x 82 x 340mm - (0.375" x 3.25" x 13.38")W/ Full Liner; RBM 3,122,400 LB-IN	0	0
S	A0XABX	FRONT FRAME LENGTH	FRONT FRAME LENGTH 1525MM	146	-19
S	281AI1	CROSSMEMBERS	STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL	0	0
	9DEC1X	AUX CROSSM. IN REAR OVERH TYPE	BACK TO BACK BOLTED TYPE CROSSMEMBERS	-15	58
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-11	60
	4DXB1X	BUMPER - FRONT	FLUSH, PAINTED STEEL,STRAIGHT FOR CARRY CAN APPLICATION	3	0
S	5EXF1X	SKID PLATE	SKID PLATE UNDER BUMPER AND RADIATOR	128	-8
S	4EXD1X	TOWING DEVICE, FRONT	CENTER TOW CAPABILITY BASED ON BUMPER SELECTION	0	0
	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0
	288AH2	FUEL TANK - LH	80 GALLON (300 L) ALUMINUM, 26"x24" RECTANGULAR	69	69
	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	JHXC1X	FUEL SYSTEM - DUAL	AEROQUIP FIRE RESISTANT HOSE	0	0
	HBXANX	FUEL TANK POSITION (CA in PC28 only)	LOCATE BEHIND LH RAIL- 5" BELOW TOP OF RAIL	0	0
	852022	FUEL FILLER NECK OPTIONS	FOR LH FUEL TANK	0	0

				WEIGHT (LB)	
AIR/BRAKE			**DESCRIPTION**	FRONT	REAR
S	UWXA1X	AIR TANK DRAIN VALVE	AUTO DRAIN VALVE, HEATED ON SUPPLY TANK, MANUAL (PETCOCK) ON ALL OTHER TANKS	0	0
S	U2XB1X	AIR TANK MATERIAL & FINISH	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
AIR/BRAKE			**DESCRIPTION**	FRONT	REAR
	3KAB1X	WORK BRAKE	AUXILIARY WORK BRAKE HAND CONTROL, ACCESSIBLE BOTH SIDES	0	0

				WEIGHT (LB)	
ELECTRICAL			**DESCRIPTION**	FRONT	REAR
	5RXZ1X	BACK-UP ALARM	WITHOUT BACK-UP ALARM	0	-2
S	312006	IDENTIFICATION/CLEARANCE LIGHTS	TRUCKLIGHT TYPE ROOF MARKER for LR	0	0
S	LJXB1X	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED	0	0
S	LSXH2X	DAYTIME RUNNING LIGHTS	ENGINE RUNNING ACTIVATED	0	0
	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	5
S	M4XAAX	AUX. POWER OUTLET, INTERIOR (CA in PC28 only)	COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT	0	0
S	3BCB1X	MARKER/DIR SIGNAL	FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE	3	0

				WEIGHT (LB)	
TRAILER CONNECTIONS			**DESCRIPTION**	FRONT	REAR
S	4BAA1X	EXT. INDICATOR LMP, MAIN SWITCH (CA in PC28 only)	FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION)	0	0

				WEIGHT (LB)	
PTO			**DESCRIPTION**	FRONT	REAR
S	189AJ9	TRANSMISSION MOUNTED PTO	PREP KIT FOR EXTENDED SHAFT PTO, REAR MOUNTED	0	0
S	L3XN1X	BODY BUILDER MODULE	ControlLink III BODY BUILDER EL PREP KIT, REFUSE, RP170 ELECT. INTERFACE (3 CON 54 PINS)	0	0

				WEIGHT (LB)	
SPECIALTY EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	MCVZ1X	PASSIVE SAFETY SYSTEM	WITHOUT PASSIVE SAFETY SYSTEM	0	0
	MBI01I	CAC - PRE DELIVERY INSPECTION	PRE DELIVERY INSPECTION (PDI)	0	0

				WEIGHT (LB)	
CAB INTERIOR (A THRU G)			**DESCRIPTION**	FRONT	REAR
	4AXB1X	AIR CONDITIONING/HEATER	MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONIDITIONER UNIT) W/R134a REFRIGERANT	93	0
S	173063	AIR CONDITIONING/HEATER	(LR) MANUAL CONTROL CLIMATE UNIT	0	0
S	31XABX	FLOOR MAT INSERTS	FLOOR MAT, RUBBER	0	0
S	E0AABX	GAUGE TRANSM. OIL TEMP	TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT	0	0
S	198048	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0

				WEIGHT (LB)	
CAB INTERIOR (H THRU R)			**DESCRIPTION**	FRONT	REAR
S	20XA1X	KEY TYPES FOR DOORS	BASIC UNIQUE KEY	0	0
S	1740D4	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
S	73AD1X	RADIO - ANTENNA	RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
CAB INTERIOR (H THRU R)			**DESCRIPTION**	FRONT	REAR
S	1WAA1X	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) MOUNTED ON TOP OF DASH	0	0

				WEIGHT (LB)	
CAB INTERIOR (S THRU Z)			**DESCRIPTION**	FRONT	REAR
S	196096	SEAT - DRIVER	AIR-SEARS MID-BACK SEAT C-2 W/FABRIFORM CUSHIONS	0	0
	4850F0	SEAT COVERING	FABRIFORM CLOTH, BLACK, DRIVER SEATS	0	0
	5920D2	SEAT BELT(S)	LAP & SHOULDER BELTS FOR (2) DRIVER SEATS, TO BE ORANGE IN COLOR	0	0
	2WXTAX	STEERING WHEEL	DIAMETRE 406 MM STEERING WHEEL, RUBBER GRIP V1	0	0
	XRXB1X	STEERING COLUMN	STEERING COLUMN, ADJUSTABLE TILT TELESCOPE	0	0
S	NPXB1X	TURN SIGNALS	SELF CANCELLING TURN SIGNALS	0	0

				WEIGHT (LB)	
CAB EXTERIOR			**DESCRIPTION**	FRONT	REAR
S	28XD1X	FRONT GRILLE	LR BLACK GRILLE WITH BLACK SURROUND	0	0
S	T2AA1X	WINDSHIELD PROTECTOR	FURNISH WINDSHIELD PROTECTOR	16	0
	14400R	CAB	RH & LH SIT DOWN DRIVING POSITION, EXTENDED CAB VERSION	0	0
	424007	CAB DOOR OPTIONS	LH & RH FRONT HINGED DOORS W/POWER WINDOWS BOTH SIDES	0	0
S	2EXA1X	CAB TILT PUMP	LOCATED IN STD LOCATION	0	0
S	Q2AA1X	CAB ACCESS STEPS	Cab Low Entry Step	0	0
S	MCD01D	PASSENGER SIDE VISIBILITY OPTIONS	WITHOUT AUXILIARY WINDOW IN RH DOOR WITHOUT SIDE CLOSE VIEW MIRROR	0	0
S	154AB0	HORN - AIR	(1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL	0	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	0	0
S	MCL0FL	MIRRORS - LEFT SIDE EXTERIOR	LH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW	0	0
S	MCR0CR	MIRRORS - RIGHT SIDE EXTERIOR	RH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW	0	0

				WEIGHT (LB)	
WHEELS & TIRES			**DESCRIPTION**	FRONT	REAR
	9004Y0	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)	336	0
	5312N1	WHEELS - FRONT	22.5x9.00 ACCURIDE 41730x POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE (Total for QTY = 2)	120	0
	901AJ6	TIRES BRAND/TYPE - REAR	11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY) (Total for QTY = 8)	0	988
	3462Y6	WHEELS - REAR	22.5x8.25 ACCURIDE ACCU-LITE 43644x EXTRA POLISHED ALUMINUM, 6.59" OFFSET, 10 HAND HOLE (Total for QTY = 8)	0	318
S	H1EB1X	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH	0	0

				WEIGHT (LB)	
COMMUNICATION SYSTEMS			**DESCRIPTION**	FRONT	REAR
S	Y7CA1X	DIAGNOSTICS DISPLAY IN CLUSTER	DIAGNOSTICS DISPLAY IN CLUSTER, BASIC	0	0
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0
	2JCA1X	REMOTE DIAGNOSTIC SERVICES	REMOTE DIAGNOSTIC SERVICES, ENABLED	0	0

				WEIGHT (LB)	
ENGINE ELECTRONICS			**DESCRIPTION**	FRONT	REAR
S	WOXA1X	SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)	0	0
S	K7XY1X	LOW IDLE ENGINE RPM	IDLE CONTROL, 600 RPM	0	0
S	X0AB0X	IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
	A3AAAX	IDLE SHUTDOWN	ENGINE IDLE SHUTDOWN, ENABLE	0	0
	E0XHAX	ENGINE IDLE SHUTDOWN TIME	IDLE SHUTDOWN TIME 20 MIN.	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	D2AADX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0
S	B3ABAX	EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0	0
S	B6ACEX	EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM	0	0
S	B4ADAX	EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0
S	B9AABX	EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0

				WEIGHT (LB)	
TRANSMISSION ELECTRONICS			**DESCRIPTION**	FRONT	REAR
S	3IAZ1X	HILL START ASSIST	WITHOUT HILL START ASSIST	0	0
	7790Y9	TRANSMISSION ELECTRONICS PACKAGE	GENERAL REFUSE SERVICE (183)	0	0
	B1EB1X	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-REQUIRES PARK BRAKE TO BE DISENGAGED PRIOR TO SELECTING A GEAR TO DR	0	0
	MAV0AV	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	FUELSENSE, FULL NEUTRAL AT STOP	0	0

				WEIGHT (LB)	
VEHICLE ELECTRONICS			**DESCRIPTION**	FRONT	REAR
S	JCXE6X	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	Y3CC5X	PEDAL SPEED LIMITER	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	E5AACX	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	L2CC1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 40KMH (25MPH)	0	0
	Q6FZ1X	DIFF LOCK SPEED LIMIT	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0	0
S	A4BAAX	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	G5AAHX	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
VEHICLE ELECTRONICS			**DESCRIPTION**	FRONT	REAR
S	G3AAPX	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0
S	X5AB1X	VEHICLE APP SERVICE INTERVALS	SERVICE INTERVALS, VOCATIONAL APPLICATION	0	0
S	W8BAAX	DATAMAX MAINT MONITOR	WITH SERVICE ALERT	0	0
S	W5A90X	MAINTENANCE DUE ALERT %	ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING	0	0

				WEIGHT (LB)	
PTO ELECTRONICS			**DESCRIPTION**	FRONT	REAR
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0
S	L8CB1X	PTO1 DECEL BUMP-DOWN RPM	PTO1 DECEL "BUMP-DOWN" 50RPM	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0

				WEIGHT (LB)	
PAINT			**DESCRIPTION**	FRONT	REAR
S	924014	PAINT TYPE	SOLID PAINT	0	0
	944DR8	PAINT COLOR - FIRST COLOR	WHITE; L0006	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
	922001	CHASSIS RUNNING GEAR PROCESS CODE	CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X	0	0
S	951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036	0	0
S	958018	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

				WEIGHT (LB)	
CALCULATED CODES - KAX			**DESCRIPTION**	FRONT	REAR
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0
S	9VXA1X	REAR END CALCULATION	REAR END CALCULATION SYSTEM (PROPCALC+)	0	0

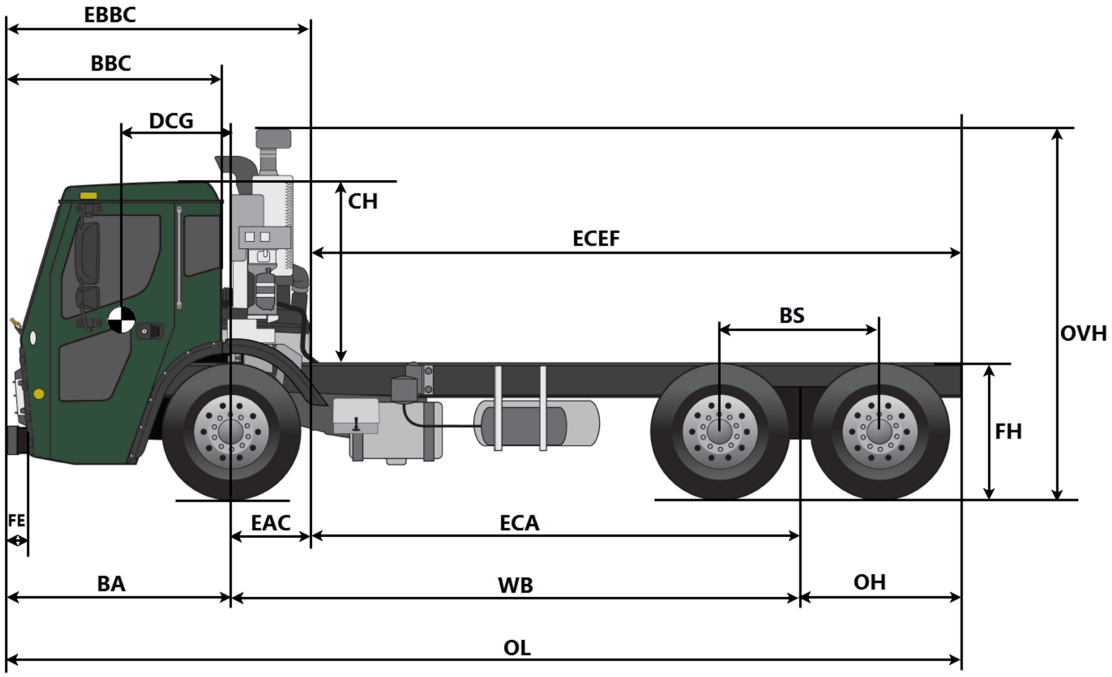
TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES			**DESCRIPTION**	FRONT	REAR
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0
S	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data	0	0
	M55055	CARRIER & AXLE HOUSING WARRANTY	STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,00 KM)	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0
S	M82998	MACK ULTRA SERVICE	NO SERVICE CONTRACT INCLUDED	0	0

				WEIGHT (LB)	
CONNECTED SERVICES			**DESCRIPTION**	FRONT	REAR
S	S03011	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS	0	0
	S04011	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS	0	0
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

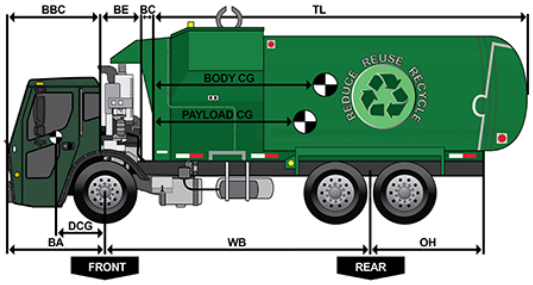
FRONT / REAR AXLE WEIGHTS (LB)	11304	7353
TOTAL WEIGHT (LB)	18656	

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
Front Frame Extension	**FE**	0.0	INCHES
Bumper to Front Axle	**BA**	69.9	INCHES
Eff. Bumper to Front Axle	**N/A**	69.9	INCHES
Wheelbase	**WB**	210.0	INCHES
Rear Overhang	**OH**	90.9	INCHES
Overall Length	**OL**	370.9	INCHES
Bumper to Back of Cab	**BBC**	64.6	INCHES
Eff. Bumper to Back of Cab	**EBBC**	94.6	INCHES
Eff. Cab to Rear Axle	**ECA**	185.3	INCHES
Eff. Front Axle to Back of Cab	**EAC**	24.7	INCHES
Eff. Cab to End of Frame	**ECEF**	276.3	INCHES
Unladen Frame Height	**FH**	43.3	INCHES
Cab Height	**CH**	56.1	INCHES
Overall Height	**OVH**	99.3	INCHES
Driver CG	**DCG**	13.8	INCHES
54" AXLE SPACING (BOGIE WHEELBASE)	**BS**	53.9	INCHES



Inputs Required	DWGRef	Inputs	UOM
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	69.9	INCHES
Wheelbase	N/A	WB	210.0	INCHES
Rear Overhang	N/A	OH	90.9	INCHES
Bumper to Back of Cab	N/A	BBC	64.6	INCHES
BOC Exhaust Space	DPFAA3	N/A	30.0	INCHES
Driver CG from Front Axle	N/A	DCG	13.8	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	11304	7353	18656	LB
Driver(s) & Equipment Weight	0	0	0	LB
Fuel	503	44	547	LB
Body/Trailer	0	0	0	LB
Total Tare	11807	7397	19203	LB
Payloads				
First Body Payload	18321	24776	43096	LB
Total - Lift Axles Down	30127	32172	62299	LB
GAWR	20000	46001	66000	LB

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-998

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Garver, LLC - Amendment No. 2 for Noland WRRF Improvements**

RECOMMENDATION:
Staff recommends approval of Amendment No. 2 to the Engineering Services Agreement with Garver, LLC in the amount of $2,974,800.00 to continue engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility (WRRF), and approval of a budget amendment.

BACKGROUND:
The City completed a year-long master planning effort at the end of 2024 for the Noland WRRF, one of two wastewater treatment plants owned by the City of Fayetteville. This master plan, completed by Garver, took a comprehensive and in-depth look at the facility's performance and condition, both now and into the future. The most immediate improvements recommended by the plan were facility/equipment replacements associated with aging and deteriorating unit treatment processes, such as new/increased influent pumping, aeration technology replacement, secondary clarifier rehab, headworks expansion, and tertiary filtration technology changes. The Phase 1 improvements are anticipated to take 5 years to implement, with an estimated total cost of $98 million.

DISCUSSION:
Garver was selected (RFQ 25-01, Selection #5) to provide engineering design services for this project and will soon be complete with 30% preliminary design effort. Amendment No. 2 will expand the design scope to the 75% milestone for all components of the project. Future amendments will be presented to complete design, bidding, and construction services.

The not-to-exceed estimated fee for this amendment is $2,974,800.00.

BUDGET/STAFF IMPACT:
Budgeted Funds will be moved from multiple water and sewer capital projects to the WWTP Building Improvements project to cover the cost of the engineering services.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Amendment No. 2

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

File #: 2026-998

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC. IN THE AMOUNT OF $2,974,800.00 TO CONTINUE ENGINEERING DESIGN OF MASTER-PLAN RECOMMENDED IMPROVEMENTS TO THE NOLAND WATER RESOURCE RECOVERY FACILITY, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, the City completed a year-long master planning effort at the end of 2024 for the Noland Water Resource Recovery Facility; and

WHEREAS, the most immediate improvements recommended by the plan were facility/equipment replacements associated with aging and deteriorating unit treatment processes, aeration technology replacement, secondary clarifier rehab, headworks expansion, and tertiary filtration technology changes; and

WHEREAS, the Phase 1 improvements are anticipated to take 5 years to implement with an estimated total cost of $98 million; and

WHEREAS, Amendment No. 2 will expand the design scope to the 75% milestone for all components of the project.

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 Engineering Services Agreement with Garver, LLC in the amount of $2,974,800.00 to continue engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility.

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

2026-998

Item ID

4/21/2026

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

Tim Nyander	4/1/2026	WASTEWATER TREATMENT (730)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 2 to the Engineering Services Agreement with Garver, LLC in the amount of $2,974,800.00 to continue engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility (WRRF), and approval of a budget amendment.

Budget Impact:

5400.730.5800-5314.00	Water & Sewer
Account Number	Fund
02032.2601	WWTP Building Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	4,454,066.00
		Expenses (Actual+Encum)	$	2,784,260.05
		Available Budget	$	1,669,805.95
Does item have a direct cost?	Yes	Item Cost	$	2,974,800.00
Is a Budget Amendment attached?	Yes	Budget Amendment	$	3,000,000.00
		Remaining Budget	$	1,695,005.95

Purchase Order Number: 2025-544

Previous Ordinance or Resolution # 117-25

Change Order Number: 2

Approval Date:

Original Contract Number: 2025-25

Comments: RFQ 25-01, Selection #5

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

1 Errors

Budget Year	Division /Org2	BA Number
2026	WASTEWATER TREATMENT (730)	
	Requestor: Cheryl Partain	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

A budget amendment is needed in the Water and Sewer (2026 Bonds) project to move budgeted water and sewer funds to the project to cover the cost for final engineering design of master plan recommended improvements to the Noland Water Resource Facility (WRRF). Garver, LLC Amendment 2 will expand the preliminary design scope from 30% to 100%. Budgeted funds from multiple capital projects are being moved to cover the cost until Bond funds are available.

COUNCIL DATE: 4/21/2026

ITEM ID#: **2026-998**

Holly Black
4/1/2026 3:33 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202635

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
5400.730.5800-5314.00	3,000,000	-	***02032***	***2601***	EX	Professional Services
5400.720.5700-5815.00	(1,000,000)	-	02017	1	EX	Improvements - Sewer
5400.730.5800-5801.00	(800,000)	-	02069	1	EX	Fixed Assets
5400.720.5600-5808.00	(1,000,000)	-	14010	1	EX	Improvements - Water Line
5400.730.5800-5801.00	(100,000)	-	10027	1001	EX	Fixed Assets
5400.730.5800-5818.00	(100,000)	-	13018	1	EX	Wastewater Treatment Plant - Improveme
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Fayetteville, Arkansas
Fayetteville, AR
Project No. W01-2401736

CONTRACT AMENDMENT NO. 02

This Contract Amendment No. 02 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Fayetteville, Arkansas (Owner) and Garver, LLC (Garver), dated May 6, 2025, referred to in the following paragraphs as the "Agreement."

This Amendment adds professional services for the Fayetteville Noland Water Resource Recovery Facility (WRRF) Phase 1 Improvements Project.

The Agreement is hereby modified as follows:

APPENDIX A – SCOPE OF SERVICES

Appendix A of the Agreement is modified as follows:

TASK 1.2 – FINAL DESIGN PROJECT MANAGEMENT AND QUALITY ASSURANCE

1.2 Garver will continue providing project management and quality assurance services for final design services. This will include:

- Updating project work plan,
- Quality control management, coordination, and tracking
- Updating project schedule as required,
- Maintaining action item and decision logs,
- Coordinating with regulatory agencies, and stakeholders
- Conducting project team meetings,
- Conducting technical review committee meetings,
- Preparing monthly invoicing.
- Preparing biweekly progress reports.

TASK 8 – FINAL DESIGN – 75% DESIGN MILESTONE

Based upon the results of the approved preliminary design (30%) by the Owner, Garver will develop 75% level design plans, specifications, and OPCC to support design of the included elements in the Preliminary Design (30%) listed as follows.

- New Septage Receiving and VAC Unloading Stations,
- Headworks – New Screening Building with Odor Control,
- Headworks – Grit Removal Improvements,
- New Influent Pump Station and Electrical Building,

- Biological Nutrient Removal (BNR) Trains Improvements – Diffused aeration system upgrade, zoning and mixing improvements,
- New Blower Facility and Electrical Building,
- Secondary Clarifiers Improvements,
- New Waste Activated Sludge (WAS) and Secondary Clarifier Scum Pump Station,
- Filtration Improvements – Rehabilitation of existing sand filter complex or design of a new disk filter facility (pending decision during the 30% workshop),
- New Ultraviolet (UV) Disinfection System with Inclined UV modules,
- Post-aeration Improvements with new Mechanical Surface Aerators,
- Sludge Holding Tank Improvements – New outdoor positive displacement blower facility connected to a new diffused aeration system,
- New Sludge Screening System,
- Dewatering Improvements – Replacement of the existing belt filter presses with new centrifuges and belt conveyors,
- Additional Backup Power Generator
- Ancillary site civil, yard piping, and site electrical improvements associated with the project facilities.

8.1. Garver will lead a 50% design review workshop at the Owner's office to solicit comments and feedback from the Owner. Garver will provide a design update of each work area, solicit feedback from project stakeholders, and request direction or decisions of the Owner where required to advance the design. Decisions and actions will be documented in the meeting minutes. There will not be formal 50% submittal package.

8.2. Garver will develop 75% Drawings, Details, Technical Specifications, and AACE Class 2 OPCC for the project. These plans will represent a 75% level of design and will incorporate all feedback and comments from the 50% design review workshop. The 75% plans will be developed in accordance with applicable and appropriate code requirements. The 75% submittal will not include "front-end" contract documents.

8.3. Garver will lead a 75% design review workshop at the Owner's office to solicit comments and feedback from the Owner. Garver will provide a design update of each work area, solicit feedback from project stakeholders, and request direction or decisions of the Owner where required to complete the design. Decisions and actions will be documented in the meeting minutes.

8.4. Garver will furnish OWNER, when requested, the engineering data and graphics necessary for applications for routine permits, submittals, and approvals required by local, state, and federal authorities, and assist Owner in consultations with appropriate authorities. Garver will coordinate and meet with applicable regulatory agencies, which may include but are not limited to the ADEE.

8.5. Garver will also develop the ADEE Construction Permit and Permit Modification Application, conformed Drawings, Details, and Specifications to support design of the included elements in the 75% Design.

8.6. Garver will provide the following deliverables:

(a) 75% Drawings, Details, and Technical Specifications as a searchable and bookmarked PDF.
(b) 75% Design AACE Class 2 OPCC
(c) ADEE Construction Permit and Permit Modification Application

TASK 9 – BIOSOLIDS MASTER PLAN UPDATE`

Garver will update the City of Fayetteville Biosolids Master Plan to evaluate current biosolids management practices, identify gaps in existing infrastructure and operations, and evaluate short-term and long-term alternatives for biosolids processing and beneficial reuse. The update will incorporate changes in wastewater treatment plant loading, regulatory considerations, and operational constraints identified since completion of the previous biosolids master planning effort.

The scope of work for this task will include the following elements:

9.1. Garver will update biosolids design criteria based on current and projected conditions, including solids production rates from the Noland WRRF and Westside WRRF. Updated criteria will consider current plant operations, industrial loading impacts, solids handling processes, and future growth projections.

9.2. Garver will document a gap analysis comparing existing biosolids management capacity and infrastructure against updated design criteria and projected biosolids production. The gap analysis will identify deficiencies, operational risks, and capacity limitations within the current biosolids management system.

9.3. Garver will evaluate near-term improvements and operational strategies to address biosolids management needs prior to implementation of long-term alternatives. This evaluation will include Summarizing the impacts of anticipated industrial loading reductions at the Noland WRRF on biosolids production and characteristics. This evaluation also includes equipment life expectancy associated with existing biosolids processing facilities and identifying potential constraints related to third-party agreements or disposal contracts.

9.4. Garver will evaluate long-term biosolids management alternatives for the City. Each alternative will be developed to a conceptual planning level and will include PFDs, conceptual site layouts,

OPCC estimates, and life cycle cost (LCC) evaluations. Alternatives to be evaluated will include:

9.4.1 Thermal heat drying at the Biosolids Management Site (BMS) to process all solids generated at the Noland and Westside WRRFs and hauled to the BMS site (consistent with the 2020 Biosolids Master Plan recommendation).

9.4.2 Thermal heat drying at the Noland WRRF to process biosolids generated at Noland and biosolids hauled from the Westside WRRF.

9.4.3 Composting at the BMS site.

9.4.4 Composting at the Westside WRRF combined with thermal heat drying at the BMS site or at the Noland WRRF.

9.5. Garver will prepare a Biosolids Master Plan Update Technical Memorandum (TM) summarizing the findings of this task. The TM will include updated design criteria, summary of existing conditions, gap analysis results, evaluation of short-term improvements, conceptual evaluation of long-term alternatives, and recommendations for the City's future biosolids management strategy.

9.6. For all composting evaluations, Garver will coordinate up to 3 meetings with appropriate City staff and stakeholders.

9.7. Garver will conduct a review workshop presenting the findings of the Biosolids Master Plan update.

TASK 10 – PHYSICAL SCALE MODELING

Garver will subcontract with a specialty hydraulic modeling firm to perform physical scale model testing of the proposed influent pump station intake structure. The model testing will be performed in accordance with applicable Hydraulic Institute (HI) guidance and accepted industry practices for pump station intake design. The scope of Garver's services under this task will include the following:

10.1. Garver will provide the hydraulic modeling consultant with relevant design information necessary to develop the physical model, including proposed pump station geometry, pump configuration, design flow conditions, anticipated operating scenarios, and other project data required to construct and operate the model. Garver will review the proposed testing conditions and evaluation criteria. Garver will participate in coordination meetings with the modeling consultant and the Owner as required to support development of the testing plan.

10.2. Garver will attend and observe the physical model testing conducted by the hydraulic modeling consultant. Garver's participation will include review of test conditions, observation of model performance, and coordination with the modeling consultant regarding potential design adjustments identified during testing.

10.3. Following completion of model testing, Garver will review the modeling results and recommendations and conduct a meeting with City staff to discuss the findings and

recommended design modifications. Following Owner concurrence, Garver will incorporate applicable modeling recommendations into the final design of the influent pump station.

TASK 11 – SUE SURVEY & COORDINATION

11.1 Garver will assist the City of Fayetteville in Subsurface Utility Exploration (SUE) services to support final design efforts, including utility designation and location to identify and map underground utilities that may impact the proposed improvements. This survey will be tied to the Owner's control network. Garver will provide approximate location of utilities that require SUE, the Owner will provide the labor and excavation equipment to expose the utility, Garver will provide survey services to document the location of found utilities.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

(a) 90% and 100% Final Design and Bidding
(b) Revisions, due to changed conditions, after OWNER approval and Garver completion of final documents.
(c) Submittals or deliverables in addition to those listed herein.
(d) Pilot testing.
(e) Independent construction materials testing outside of this contract.
(f) Video inspections and/or pipeline cleaning.
(g) Wastewater flow monitoring.
(h) Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
(i) Risk assessments and Emergency Response Plans in accordance with America's Water Infrastructure Act.
(j) Rate studies.
(k) Operations and maintenance services.
(l) Financial services.
(m) Receiving Stream Modeling.
(n) Any construction related services outside those specifically stated above.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

SCHEDULE

Garver shall begin work under this agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days	Anticipated Completion Date
Task 1 – Project Management and Quality Assurance	Project Duration	Completed
Task 1.1 – Preliminary Design Project Management	Preliminary Design Project Duration	-
Task 1.2 – Final Design Project Management	Final Design Project Duration	-
Task 2 – Submit Draft 10% Design Report	120 days after Kickoff meeting	Completed
Task 2 – 10% Design Workshop	14 days after draft 10% Design Report Submittal	Completed
Task 2 – Submit Final 10% Design Report	14 days after 10% design workshop	Completed
Task 3 – CMAR Solicitation / Determination	90 days from NTP for this Task	Completed
~~Task 4 – CMAR Onboarding~~ (REMOVED FROM AGREEMENT)	~~45 days from CMAR selection~~	-
Task 5 – Preliminary Design	120 days from NTP for this Task	April 21, 2026
Task 5 – Preliminary Design Workshop	14 days after Draft Preliminary Design	Completed
Task 6 – Survey	90 days from NTP for this Task	Completed
Task 7 – Geotechnical Investigation	90 days from NTP for this Task	Completed
Task 8 – Final Design (50% Workshop)	60 days from NTP for Amendment 02	June 27, 2026
Task 8 – Final Design (75%)	120 days from NTP for Amendment 02	August 26, 2026
Task 8 – Final Design (75% Workshop)	14 days from 90% Submittal	September 9, 2026
Task 9 – Biosolids Master Plan Update	100 days from NTP for Amendment 02	August 6, 2026
Task 10 – Physical Scale Modeling	120 days from NTP for Amendment 02	August 26, 2026
Task 11 – SUE Survey & Coordination	100 days from NTP for Amendment 02	August 6, 2026
Future Tasks		
Task 12 – Final Design (90%)	45 days from NTP for Amendment 03	October 24, 2026
Task 12 – Final Design (90% Workshop)	7 days from 90% Submittal	October 31, 2026
Task 12 – Final Design (100%)	30 days after Owner approval of 90% Workshop meeting minutes	November 30, 2026
Task 13 – Bidding Support	75 days from 100% Submittal	February 10, 2027
Task 14 – Construction Administration Services	TBD	
Task 15 – Construction Observation	TBD	
Task 16 - Start-up Services	TBD	
Task 17 - Warranty Inspection Services	TBD	

APPENDIX B – SCOPE OF SERVICES

Appendix B of The Agreement is hereby modified as follows:

Appendix B

City of Fayetteville
Fayetteville Noland WRRF Phase I Improvements

FEE SUMMARY

Basic Services Section	Estimated Fees
Task 1 – 10% Design Project Management	$23,627.00
Task 1.1 – Preliminary Design Project Management	$66,300.00
Task 1.2 – 75% Design Project Management	$79,000.00
Task 2 – 10% Design	$231,995.00
Task 3 – CMAR Solicitation / Determination	$12,514.00
Task 4 – Special Services Requested By Owner	$35,568.00
Task 5 – Preliminary Design (30%)	$1,713,100.00
Task 6 – Survey	$85,900.00
Task 7 – Geotechnical Coordination	$56,400.00
Task 8 – Final Design – 75% Design Milestone	$2,636,400.00
Task 9 – Biosolids Master Plan Update	$136,500.00
Task 10 – Physical Scale modeling	$92,900.00
Task 11 – SUE Survey and Coordination	30,000.00
Subtotal for 10% Design + Amendment 01 (Shaded)	**$2,225,404.00**
Subtotal for Tasks Added via this Amendment 02	**$2,974,800.00**
Subtotal for Basic Services	**$5,200,204.00**

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, (Owner) and Garver have executed this Amendment effective as of the date last written below.

CITY OF FAYETTEVILLE, ARKANSAS	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____	Name: Jerry T. Martin, PE
Title: Mayor	Title: Water Team Leader
Date: _____	Date: 04/01/2026
Attest: _____ *City Clerk Treasurer, Kara Paxton*	Attest: _____ *Sr. Project Manager, Chris Randall*

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-325

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops

FROM: Jared Rabren, Airport Director

SUBJECT: **FYV Hangar Infrastructure Improvements Phase 2 – Garver Task Order 02**

RECOMMENDATION:
Staff requests approval for the Aviation Division to execute Task Order 02 in the amount of $49,300 for Garver, LLC to complete geotechnical investigation, design, bidding, and construction phase services for the proposed Hangar Infrastructure Improvements Phase 2 project at Fayetteville – Drake Field Airport; approval to accept a $300,000 grant received from the Arkansas Department of Aeronautics (ADA) at their June 2025 Commission Meeting; and approval of a budget amendment.

BACKGROUND:
The hangar shortage at Drake Field has been an ongoing concern for several years, and like many airports, Drake Field has developed a substantial hangar waiting list. Airport staff have been approached by multiple developers interested in constructing new hangars on the airfield, but the lack of existing infrastructure has deterred development. Phase 1 of the Hangar Infrastructure Improvements project is currently in construction. Upon completion, this project will provide new water utility infrastructure for future development of clear span hangars adjacent to the east side of the GA Apron. Phase 2 will further prepare the area through site development work and building pad construction. Specifically, the project includes asphalt pavement removal, earthwork, utility extension, and necessary drainage improvements for future hangar development space. Per Resolution 072-26, Garver has been selected to provide Aviation Engineering Services to the City.

DISCUSSION:
Approval of Task Order 02 will authorize Garver to proceed with geotechnical, design, and bidding services. The project is expected to advertise for bids in 2026. Upon receipt of bids, the Aviation Division will seek approval to execute a construction contract with the lowest responsive and responsible bidder. A complete breakdown of the expected project funding is included below. All costs associated with this task order are included in the total project cost.

Engineering Services (Task Order 2):	$49,300.00	ADA:	$300,000.00
Construction (Estimated):	$330,500.00	City:	$79,800.00
TOTAL:	**$379,800.00**	**TOTAL:**	**$379,800.00**

BUDGET/STAFF IMPACT:
The Aviation Division may expend up to $417,780.00. This amount includes $300,000.00 for cash-flow to cover

the ADA's grant amount until reimbursement at the end of the project, $79,800.00 to match the ADA grant received, plus a 10% project contingency of the approved project budget, or $37,980.00.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Garver Task Order 02 - FYV Hangar Infrastructure Improvements Phase 2, 6. 2026-325 ADA Grant Letter

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

File #: 2026-325

A RESOLUTION TO APPROVE TASK ORDER NO. 2 WITH GARVER, LLC IN THE AMOUNT OF $49,300.00 FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE HANGAR INFRASTRUCTURE IMPROVEMENTS PHASE 2 PROJECT AT DRAKE FIELD, TO ACCEPT A GRANT IN THE AMOUNT OF $300,000.00, AND TO APPROVE A BUDGET AMENDMENT

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 Task Order No. 2 with Garver, LLC in the amount of $49,300.00 for geotechnical investigation, design, bidding, and construction phase services associated with the Hangar Infrastructure Improvements Phase 2 Project at Drake Field.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby accepts a grant in the amount of $300,000.00 from the Arkansas Department of Aeronautics to fund a portion of the project.

Section 3: 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

2026-325

Item ID

4/21/2026

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

Jared Rabren	4/1/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests approval for the Aviation Division to execute Task Order 02 in the amount of $49,300 for Garver, LLC to complete geotechnical investigation, design, bidding, and construction phase services for the proposed Hangar Infrastructure Improvements Phase 2 project at Fayetteville – Drake Field Airport; approval to accept a $300,000 grant received from the Arkansas Department of Aeronautics (ADA) at their June 2025 Commission Meeting; and approval of a budget amendment.

Budget Impact:

5550.760.3960-5860.02 5550.760.3960-5804.00	Airport
Account Number	Fund
24014.2601	Airport Hangar Infrastructure Imps, Phase II
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	49,300.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	417,780.00
		Remaining Budget	$	**368,480.00**

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 130-25

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

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

Budget Year	Division /Org2	AIRPORT SERVICES (760)	BA Number
2026	**Requestor:**	Jared Rabren	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

Staff requests approval for the Aviation Division to execute Task Order 02 in the amount of $49,300 for Garver, LLC to complete geotechnical investigation, design, bidding, and construction phase services for the proposed Hangar Infrastructure Improvements Phase 2 project at Fayetteville – Drake Field Airport, approval to accept a $300,000 grant received from the Arkansas Department of Aeronautics (ADA) at their June 2025 Commission Meeting. Authorization to apply for this grant was received under City Resolution 130-25, and approval of a budget amendment.

COUNCIL DATE: 4/21/2026

ITEM ID#: **2026-325**

Holly Black
3/30/2026 4:00 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202635

TOTAL	274,603	274,603				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5550.760.3960-4302.00	-	300,000	24014	2601	RE	State Grants - Capital
5550.760.3960-5860.02	49,300	-	24014	2601	EX	Capital Prof Svcs - Engineering/Architectur
5550.760.3960-5804.00	330,500	-	24014	2601	EX	Building Costs
5550.760.3960-5911.99	37,980	-	24014	2601	EX	Contingency - Capital Project
5550.760.3960-4302.00	-	(84,542)	24014	1	RE	State Grants - Capital
5550.760.3960-5804.00	(105,677)		24014	1	EX	Building Costs
5550.760.3960-5911.99	(37,500)		24014	1	EX	Contingency - Capital Project
5550.760.3940-4999.99	-	59,145			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

APPENDIX A-2

TASK ORDER 02
FAYETTEVILLE – DRAKE FIELD AIRPORT
HANGAR INFRASTRUCTURE IMPROVEMENTS PHASE 2

This TASK ORDER ("Task Order") is made as of _____, 20____ by and between the **CITY OF FAYETTEVILLE** of Fayetteville, Arkansas (hereinafter referred to as "**CITY OF FAYETTEVILLE**") and **Garver, LLC**, (hereinafter referred to as "**GARVER**" or "**Engineer**") in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on _____ (the "Agreement").

Under this Task Order, the CITY OF FAYETTEVILLE intends to make the following improvements at Fayetteville – Drake Field (FYV).

> Improvements will consist of site development work and building pad preparation on the east end of the existing GA Apron on the east side of the airfield. Specifically, the project will include asphalt pavement removal, earthwork, and a water line extension to serve future hangar developments.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following services ("Services"):
- 1.1.1 As seen in Exhibit A-02, attached.

1.2 In addition to those obligations set forth in the Agreement, CITY OF FAYETTEVILLE shall:
- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Task Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the CITY OF FAYETTEVILLE outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of CITY OF FAYETTEVILLE. Such documents or data will be returned upon completion of the Services or at the request of CITY OF FAYETTEVILLE.
- 1.2.5 Pay all plan review and advertising costs in connection with the project.
- 1.2.6 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as CITY OF FAYETTEVILLE may require.
- 1.2.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, CITY OF FAYETTEVILLE will pay Garver on a lump sum and cost plus fixed fee basis. The CITY OF FAYETTEVILLE represents that funding sources are in place with the available funds necessary to pay Garver.

The table below presents a summary of the fee amounts and fee types for this Task Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Geotechnical Services	$10,000.00	LUMP SUM
Bid Package Development	$21,200.00	LUMP SUM
Bidding Services	$4,000.00	LUMP SUM
Construction Phase Services	$14,100.00	COST+FF
TOTAL FEE	$49,300.00	

Geotechnical Services, Bid Package Development, and Bidding Services:
The lump sum amount to be paid under this Task Order is **$35,200.00**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Construction Phase Services:
The CITY OF FAYETTEVILLE will pay Garver at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these Services, plus payroll and general overhead costs of 191.34% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the Services, plus a fixed fee. Estimated cost of these Services, including the fixed fee is **$14,100.00**. The actual total fee may not exceed this estimate without prior approval from the City of Fayetteville. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.

Additional Services (Extra Work). For services not described or included in Section 1, but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay Garver as expressly set forth in the applicable Amendment.

SECTION 3 – EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Task Order:
- 3.1.1 Exhibit A-02 – Scope of Services
- 3.1.2 Exhibit B-02 – Manhour Tables
- 3.1.3 Exhibit C-02 – Project Exhibit

This Task Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If there is an express conflict between the provisions of this Task Order, or the Agreement, and any Exhibits hereto, the terms of the Agreement will take precedence over the conflicting provisions of the Exhibit(s) unless explicitly amended within the Task Order by the Parties.

Approval and acceptance of this Task Order including attachments listed in Section 3 – Exhibits, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE	**GARVER, LLC**
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Blake Roberson *Printed Name*
Title: _____	Title: Vice President
Date: _____	Attest: _____
Attest: _____	

EXHIBIT A-02
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for near the east end of the existing T-Hangar apron as shown at Fayetteville – Drake Field. Improvements will consist primarily of a water line extension to serve future hangar developments as well as earthwork to prepare potential hangar pads for future private development as shown in Exhibit C-02.

- Geotechnical Services
- Bid Package Development
- Bidding Services
- Construction Phase Services

1. GEOTECHNICAL SERVICES

1.1. Terracon, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

1.2. Geotechnical scope may include but not be limited to the following:

- 4 borings to 15' depth
  - 2 in asphalt pavement
  - 2 in greenspace
- Laboratory testing results pertinent to pavement design and site development
- Preliminary floor slab and foundation design
- Final geotech report

2. BID PACKAGE DEVELOPMENT

2.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions.

2.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

2.3. Project Management Plan / Quality Control Procedures

5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.

5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

2.4. Environmental Coordination

2.4.1. Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. It is anticipated that the project will qualify for automatic coverage under the ADEQ ARR150000 permit. Garver will coordinate this coverage with the owner and prepare appropriate documentation for Owner execution.

2.5. Construction Safety and Phasing Plan

2.5.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

2.6. Existing Conditions Review

2.6.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

2.6.2. Site Visits: Garver's civil engineers will perform one (1) site visit to the project site to review existing conditions and evaluate survey and record document data.

2.7. Utility Design and Coordination: It is expected that the public water main will require extension as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility extension design. In addition, Garver will also design infrastructure for future extension of the water main. All utility design will be subject to review / approval by the City of Fayetteville Utility Department. The water line extension is anticipated to be beneath the threshold requiring Arkansas Department of Health (ADH) approval.

2.8. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes. Any and all City of Fayetteville and FEMA regulatory floodplain analysis and design is excluded from this Task Order and if required will be considered additional services.

2.9. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Final	100% Issued for Bid
Cover Sheet	X	X
General Notes	X	X
Project Layout & Survey Control Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Existing Conditions & Demolition Plans	X	X
Erosion Control Plans	X	X
Erosion Control Details	X	X
Utility Plans	X	X
Utility Details	X	X
Grading Plans	X	X
Grading Details	X	X

2.10. Specifications and Contract Documents

2.10.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

2.10.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. Final construction contract documents will be submitted to the Owner for final review and approval.

2.11. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

2.12. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

2.12.1. 90% Final Design

2.12.1.1. Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner and the City of Fayetteville Engineering Department for review. It is anticipated that the Owner will review the design submission within two (2) weeks.

2.12.1.2. At the completion of the Owner and City of Fayetteville Engineering Department review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

2.12.1.3. Any comments received from the City of Fayetteville Engineering Department will be addressed and resubmitted for additional review.

2.12.2. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review

3. BIDDING SERVICES

3.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend a pre-bid conference. The Owner will pay advertising costs outside of this contract.

3.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

3.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner and Contractor.

4. CONSTRUCTION PHASE SERVICES

4.1. During the construction phase of work, Garver will accomplish the tasks below.

4.2. Issued for Construction (IFC) Documents

4.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

4.3. Submittals

4.3.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction,

coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4.4. Notice to Proceed & Preconstruction Meeting

4.4.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting. Garver will prepare for and attend any utility pre-construction meetings as required.

4.5. Progress Meetings

4.5.1. As a minimum, Garver's Project Manager or Project Engineer will attend weekly progress meetings with the Owner and Contractor. It is expected that 4 meetings will be held via conference call. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

4.6. Owner Coordination

4.6.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

4.7. RFIs

4.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

4.8. Progress Payments

4.8.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

4.9. Record Drawings

4.9.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Grant Closeout Services and final record drawings will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.

4.10. Change Orders

4.10.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

4.11. Final Inspection

4.11.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

4.12. On-Site Resident Project Representative Services

4.12.1. Garver will provide part-time Resident Project Representative (RPR) services for the 30-calendar-day construction contract performance time. The proposed fee is based on approximately 6 hours per week during the construction contract performance time for the RPR, plus an additional one (1) week for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

4.12.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
- As necessary, conduct safety meetings with the Contractor.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.

4.12.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

4.13. Grant Closeout Services

4.13.1. At the conclusion of construction, Garver will assist the Owner in submission of state grant closeout documents for the project.

5. PROJECT DELIVERABLES

5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 90% Final Design Plans and Specifications to the Owner and City of Fayetteville Engineering Department.
- 100% Issued for Bid Plans and Specifications to the Owner.
- Issued for Construction Plans and Specifications to the Owner and Contractor.
    - Three hard copies to the Contractor
- Reviewed submittals to the Contractor.
- Record Plans and Specifications to the Owner.
    - One hard copy to the Owner.
- Other electronic files as requested.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or . Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Deliverables beyond those listed herein.
- Pavement Design beyond that furnished in the Geotechnical Report.
- Design of any utility relocation beyond those listed herein.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Construction Materials Testing Services.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Permitting for environmentally sensitive areas.
- Drainage analysis for approval by City of Fayetteville jurisdiction.

- Permitting and design related to any City of Fayetteville and FEMA regulated floodplain/floodway.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

7. SCHEDULE

7.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-02

City of Fayetteville
FYV Hangar Infrastructure Improvements Phase 2

Geotechnical Services

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordinate with Geotechnical Subconsultant	1		1				
Develop Geotechnical Subconsultant Agreement			1				
Develop Geotechnical Field Work Exhibits				1			
Geotechnical Report Review	1		2				
Subtotal - Civil Engineering	**2**	**0**	**4**	**1**	**0**	**0**	**0**
Hours	**2**	**0**	**4**	**1**	**0**	**0**	**0**

SUBTOTAL - SALARIES:	**$400.88**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$767.04**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$25.00
Postage/Freight/Courier	$6.89
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$31.89**
SUBTOTAL:	**$1,199.81**
SUBCONSULTANTS FEE (TERRACON):	**$7,500.00**
PROFESSIONAL FEE	**$1,300.19**
TOTAL FEE:	**$10,000.00**

Exhibit B-02

City of Fayetteville
FYV Hangar Infrastructure Improvements Phase 2

Bid Package Development

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Coordination with Client	1		2				
Coordination with City Engineering Department			5				
Internal (Weekly) Progress Meetings (4)			4		4		
Design Kickoff Meeting	1	1	1		1		
Site Visit (1 person, 1 trip)			2				
Prepare for Preliminary Plan Review Meeting			1				
Attend Preliminary Plan Review Meeting (2 People, virtual)	1		1				
Subtotal - Project Administration	**3**	**1**	**16**	**0**	**5**	**0**	**0**
2. Civil Engineering							
Base Map Setup					3		
Develop Preliminary Construction Safety and Phasing Plan		1	2				
Preliminary Plans							
Cover Sheet					1		
General Notes					1		
Project Layout & Survey Control Plan			1		2		
Construction Safety Plans			1		2		
Construction Safety Details					1		
Existing Conditions & Demolition Plans			1		4		
Erosion Control Plans			1		2		
Erosion Control Details					1		
Utility Plans			2		6		
Utility Details			1		2		
Grading Plans			4		8		
Grading Details					2		
Develop Construction Contract Documents			1		4		
Develop Technical Specifications			1		4		
Develop Supplemental Specifications			1		4		
Develop Quantities			1		4		
Develop Opinions of Probable Construction Costs			1		4		
Internal Quality Control (QC) Review	2	4	4				
Incorporate QC Review Comments					8		
Incorporate (Owner/City) Review Comments					8		
Develop SWPPP			1		2		
Prepare Issued for Bid Plans and Specifications			2		4		
Subtotal - Civil Engineering	**2**	**5**	**25**	**0**	**77**	**0**	**0**
Hours	**5**	**6**	**41**	**0**	**82**	**0**	**0**

SUBTOTAL - SALARIES:	**$6,294.69**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$12,044.26**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$25.00
Office Supplies/Equipment	$50.21
Travel Costs (1 trip @ 50 miles/trip)	$35.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$110.21**
SUBTOTAL:	**$18,449.16**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$2,750.84**
TOTAL FEE:	**$21,200.00**

Exhibit B-02

City of Fayetteville
FYV Hangar Infrastructure Improvements Phase 2

Bidding Services

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Upload Bid Documents to Plan Room							1
Review and Respond to Request for Information (RFI)	1		2				
Draft and Distribute Addendums			2		4		
Prepare for Pre-Bid Meeting			1				
Attend Pre-Bid Meeting (2 people, virtual)	1		1				
Bid Opening (1 person, on-site)			2				
Evaluate Bids and Prepare Recommendation of Award	1		1				4
Prepare Contract Documents			1				2
Subtotal - Civil Engineering	**3**	**0**	**10**	**0**	**4**	**0**	**7**

Hours		
SUBTOTAL - SALARIES:		**$1,151.42**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$2,203.13**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$55.00	
Office Supplies/Equipment	$52.27	
Travel Costs (1 trip @ 50 miles/trip)	$35.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$142.27**
SUBTOTAL:		**$3,496.82**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$503.18**
TOTAL FEE:		**$4,000.00**

Exhibit B-02

City of Fayetteville
FYV Hangar Infrastructure Improvements Phase 2

Construction Phase Services

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Prepare IFC Plans and Specs and submit to Contractor					2		
Prepare and Distribute Notice To Proceed							1
Prepare for Preconstruction Meeting			1				
Attend Preconstruction Meeting (2 people, on-site)			2		2		
Prepare and Distribute Preconstruction meeting minutes			1				
Prepare Contractor Pay Application (2 applications)			2				
Develop Submittal Log							2
Prepare Change Orders			1				1
Prepare for and Attend (Virtual) Progress Meetings (1 person, 4 meetings)			6				
Response to Contractor and RPR Inquiries		2	10				
Submittal Review & Responses			2		4		
Final Inspection and Punchlist			2		2		
Punchlist Coordination			1				
Final Walkthrough			2				
Coordinate, Develop, and Distribute Record Documents			2		6		
Resident Project Representative Services (5 weeks @ 6 hr/Week)					30		
Grant Closeout Services			1				4
Subtotal - Civil Engineering	**0**	**2**	**33**	**0**	**46**	**0**	**8**

Hours	**0**	**2**	**33**	**0**	**46**	**0**	**8**

SUBTOTAL - SALARIES: **$4,032.05**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$7,714.92**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	$25.00
Office Supplies/Equipment	$10.98
Travel Costs (17 trips @ 50 miles/trip)	$555.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$590.98**

SUBTOTAL: **$12,337.95**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$1,762.05**

TOTAL FEE: **$14,100.00**

0 30' 60' 120' 180'

(IN FEET)

LEGEND

- FUTURE 80' x 80' BOX HANGAR
- TLOFA — TAXILANE OBJECT FREE AREA
- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- SS — EXISTING SANITARY SEWER LINE
- W — EXISTING WATER LINE
- G — EXISTING NATURAL GAS LINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- EXISTING PERIMETER FENCE
- CU_X — EXISTING COMMUNICATION LINE
- FAA — EXISTING FAA UTILITIES
- EXISTING ELECTRICAL DUCT
- EXISTING FIRE HYDRANT
- SS — EXISTING SANITARY SEWER MANHOLE
- H — EXISTING ELECTRIC STRUCTURES
- EXISTING EDGE LIGHT
- W — PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- 0.2% ANNUAL CHANCE FLOOD HAZARD
- REGULATORY FLOODWAY
- 1% ANNUAL CHANCE FLOOD HAZARD

GARVER

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REV.	DATE	DESCRIPTION	BY

DRAKE FIELD
FAYETTEVILLE, AR

FYV HANGAR INFRASTRUCTURE IMPROVEMENTS PHASE 2

PREMINLARY
PROJECT EXHIBIT

JOB NO.: 2402546
DATE: FEB 2025
DESIGNED BY: CKA
DRAWN BY: WBC

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EX C-02

SHEET NUMBER **1**

File: L:\2024\A13-2402546 - FYV T Hangar Apron Development Ph 2\Drawings\EXHIBITS\2025-04-22 GA Hangar Cost Estimate.dwg Last Save: 4/30/2025 2:26 PM Last plotted by: Lantz, Virginia H. (Ginny) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 4/30/2025 2:27 PM Plotter used: DWG To PDF.pc3

Hugh McDonald
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

COMMISSIONERS

James "Jay" Brain
Rogers

Samuel Jackson
Blytheville

Will Dawson
Clinton

Lloyd Wofford
Jonesboro

Jeff D. Standridge, Ed.D.
Conway

Tim Stockdale
Hot Springs

Shannon Hobbs
Wynne

DRAKE FIELD—FAYETTEVILLE MUNICIPAL AIRPORT
ATTN: Jared Rabren, Airport Director
E: Jared Rabren jrabren@fayetteville-ar.gov

Dear Mr. Rabren:

During the June 18, 2025 meeting of the Arkansas Aeronautics Commission, an 80-20% Grant Request was approved for Drake Field—Fayetteville Municipal Airport. The request approved provides funding in the amount of 300,000.00 for Hangar Development Area Site Development.

This grant has been assigned Grant #4392-25 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** To avoid cancellation of the grant, notify us if circumstances beyond your control prevent completion within the allotted time.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Division's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

Sincerely,

Jerry Chism, Director

JC:kg

cc: State Senator Greg Leding; State Representative Denise Garner

Arkansas Department of Commerce
Division of Aeronautics
Clinton National Airport/Adams Field
2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202
FLY.ARKANSAS.GOV

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1163

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops

FROM: Jared Rabren, Airport Director

SUBJECT: **FYV N GA Apron Rehabilitation – Garver Task Order 03**

RECOMMENDATION:
Staff requests approval for the Aviation Division to execute Task Order 03 in the amount of $117,800 for Garver, LLC to complete surveying services, geotechnical investigation, design, and bidding phase services for the proposed N GA Apron Rehabilitation project at Fayetteville – Drake Field Airport; and approval of a budget amendment.

BACKGROUND:
The North General Aviation Apron on the west side of the airfield experiences significant aircraft traffic, particularly during peak events, and the pavement has reached a condition where rehabilitation is necessary to maintain safe and efficient operations while deferring the need for full-depth reconstruction. This project will extend the service life of the existing apron pavement and restore a smooth, even surface to enhance aircraft ground operations. The rehabilitation will improve safety, efficiency, and overall user experience by providing a reliable surface for taxiing and parking. In addition to reducing foreign object debris (FOD) potential and maintenance requirements, the project will preserve the structural integrity of the pavement, delaying the need for costly full-depth reconstruction and minimizing future operational disruptions. Per Resolution 072-26, Garver has been selected to provide Aviation Engineering Services to the City.

DISCUSSION:
Approval of Task Order 03 will authorize Garver to proceed with survey, geotechnical, design, and bidding services. The project is expected to advertise for bids in 2026. Upon receipt of bids, the Aviation Division will seek approval to execute a construction contract with the lowest responsive and responsible bidder.

Upon receipt of bids, Garver, in collaboration with the Aviation Division, will prepare an FAA grant application. The FAA grant is anticipated to cover 95% of eligible project costs, with the remaining 5% and any ineligible costs to be funded through a combination of Arkansas Department of Aeronautics and City Funds. Costs associated with Task Order 03 will be eligible for reimbursement under the FAA grant.

BUDGET/STAFF IMPACT:
The Aviation Division may expend up to $129,580.00. This amount includes $117,800.00 for cash-flow to cover Task Order 03, plus a 10% project contingency of $11,780.00.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Garver Task Order 03 - FYV N GA Apron Rehab (Combined) (Garver Signed)

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

File #: 2026-1163

A RESOLUTION TO APPROVE TASK ORDER NO. 3 WITH GARVER, LLC IN THE AMOUNT OF $117,800.00 FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE NORTH GENERAL AVIATION APRON REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $11,700.00, AND TO APPROVE A BUDGET AMENDMENT

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 Task Order No. 3 with Garver, LLC in the amount of $117,800.00 for geotechnical investigation, design, and bidding phase services associated with the North General Aviation Apron Rehabilitation Project at Drake Field, and further approves a project contingency in the amount of $11,700.00.

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

2026-1163

Item ID

4/21/2026

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

Jared Rabren	4/1/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests approval for the Aviation Division to execute Task Order 03 in the amount of $117,800 for Garver, LLC to complete surveying services, geotechnical investigation, design, and bidding phase services for the proposed N GA Apron Rehabilitation project at Fayetteville – Drake Field Airport, and approval of a budget amendment.

Budget Impact:

5550.760.3960-5860.02	Airport
Account Number	Fund
32601.2601	GA Apron Rehab
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	117,800.00
Is a Budget Amendment attached?	Yes	Budget Amendment	$	129,580.00
		Remaining Budget	$	11,780.00

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	AIRPORT SERVICES (760)	BA Number
2026	**Requestor:**	Jared Rabren	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

Staff requests approval for the Aviation Division to execute Task Order 03 in the amount of $117,800 for Garver, LLC to complete surveying services, geotechnical investigation, design, and bidding phase services for the proposed N GA Apron Rehabilitation project at Fayetteville – Drake Field Airport.

COUNCIL DATE: 4/21/2026

ITEM ID#: **2026-1163**

Holly Black
4/1/2026 4:38 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202635

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	(48,861)	(48,861)				
5550.760.3960-5860.02	117,800	-	32601	2601	EX	Capital Prof Svcs - Engineering/Architectur
5550.760.3960-5911.99	11,780	-	32601	2601	EX	Contingency - Capital Project
5550.760.3960-5804.00	(129,580)	-	21011	1	EX	Building Costs
5550.760.3960-4302.00	-	(48,861)	21011	1	RE	State Grants - Capital
5550.760.3960-5804.00	(48,861)	-	21011	1	EX	Building Costs
	-	-				
	-	-				
	-	-				
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APPENDIX A-3

TASK ORDER 03
FAYETTEVILLE – DRAKE FIELD AIRPORT
NORTH GENERAL AVIATION APRON REHAB
DESIGN AND BIDDING

This TASK ORDER ("Task Order") is made as of _____, 20____ by and between the **CITY OF FYAETTEVILLE** of Fayetteville, Arkansas (hereinafter referred to as "**CITY OF FAYETTEVILLE**") and **Garver, LLC**, (hereinafter referred to as "**GARVER**" or "**Engineer**") in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on _____ (the "Agreement").

Under this Task Order, the CITY OF FAYETTEVILLE intends to make the following improvements at Fayetteville – Drake Field (FYV).

> Rehabilitate the general aviation apron asphalt pavements on the west side of the airfield as shown in Exhibit C-03. Associated remarking and tie-down replacement will also be included.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following services ("Services"):
- 1.1.1 As seen in Exhibit A-03, attached.

1.2 In addition to those obligations set forth in the Agreement, CITY OF FAYETTEVILLE shall:
- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Task Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the CITY OF FAYETTEVILLE outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of CITY OF FAYETTEVILLE. Such documents or data will be returned upon completion of the Services or at the request of CITY OF FAYETTEVILLE.
- 1.2.5 Pay all plan review and advertising costs in connection with the project.
- 1.2.6 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as CITY OF FAYETTEVILLE may require.
- 1.2.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, CITY OF FAYETTEVILLE will pay Garver on a lump sum basis. The CITY OF FAYETTEVILLE represents that funding sources are in place with the available funds necessary to pay Garver.

The table below presents a summary of the fee amounts and fee types for this Task Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	$11,100.00	LUMP SUM
Geotechnical Services	$23,500.00	LUMP SUM
Preliminary Design	$54,900.00	LUMP SUM
Final Design	$22,100.00	LUMP SUM
Bidding Services	$6,200.00	LUMP SUM
TOTAL FEE	$117,800.00	

The lump sum amount to be paid under this Task Order is **$117,800.00**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the CITY OF FAYETTEVILLE in writing or otherwise permitted under Section 4, the CITY OF FAYETTEVILLE will pay Garver as expressly set forth in the applicable Amendment.

SECTION 3 – EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Task Order:
- 3.1.1 Exhibit A-03 – Scope of Services
- 3.1.2 Exhibit B-03 – Manhour Tables
- 3.1.3 Exhibit C-03 – Project Exhibit

This Task Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If there is an express conflict between the provisions of this Task Order, or the Agreement, and any Exhibits hereto, the terms of the Agreement will take precedence over the conflicting provisions of the Exhibit(s) unless explicitly amended within the Task Order by the Parties.

Approval and acceptance of this Task Order including attachments listed in Section 3 – Exhibits, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

GARVER, LLC

By: _____
Signature

Name: Blake Roberson
Printed Name

Title: Vice President

Attest: _____

EXHIBIT A-03
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the North General Aviation Apron pavement at Fayetteville – Drake Field (FYV). Improvements will consist primarily of asphalt pavement rehabilitation and pavement marking at the north end of the GA Apron on the west side of the airfield as shown in Exhibit C-03

- Surveying Services
- Geotechnical Services
- Pavement Condition Assessment (PCI)
- Design Services
    - 90% Final Design
    - 100% Issued for Bid
- Bidding Services

1. SURVEYING SERVICES

1.1. Design Surveys. Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will be escorted by Owner's staff.

1.2. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

1.3. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

2. GEOTECHNICAL SERVICES

2.1. Terracon, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

2.2. Pavement cores will be obtained at twelve (12) locations to evaluate characteristics of the existing pavement sections. Existing paving layer thicknesses and color photographs of the pavement cores will be included in the final geotechnical report.

2.3. Following pavement coring, Kessler dynamic cone penetration (DCP) testing will be performed to evaluate stiffness of the upper 3' of pavement subgrade. DCP results will be used to estimate California Bearing Ratio (CBR) in accordance with procedures outlined in ASTM D6951 and FAA Advisory Circular 150/5320-6G Appendix D.

2.4. Geotechnical borings will be advanced to a minimum depth of 7.5' below pavement surface. Soil sampled will be obtained at 2.5' intervals.

2.5. The geotechnical subconsultant will use information obtained from the field investigation and subsequent laboratory analysis to develop engineering recommendations. The geotechnical engineering recommendations will be compiled into a final geotechnical report that will be stamped by a professional engineer licensed in the state of Arkansas.

3. PAVEMENT CONDITION ANALYSIS

3.1. Prior to obtaining field data, Garver will perform a thorough review of the apron's historic construction data, design considerations, test results, as-built drawings, pavement design reports, airport layout plan, and maintenance history.

3.2. Garver will perform a Pavement Conditions Index (PCI) survey for the N GA Apron per the standards set forth in ASTM D5340 "Standard Test Method for Airport Pavement Condition Index Surveys" and FAA AC 150/5380-6C. The PCI survey will include an adequate amount of pavement inspection to provide a "project level" confidence level.

4. DESIGN SERVICES

4.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

4.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

4.3. Project Management Plan / Quality Control Procedures

5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.

5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers, project engineers, and/or senior construction observers who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

4.4. Environmental Coordination

4.4.1. Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. If a Documented CATEX is required by the FAA, Garver will provide documentation required by the documented CATEX questionnaire of FAA SOP 5.2.

4.5. Construction Safety and Phasing Plan

4.5.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

4.5.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

4.6. Existing Conditions Review

4.6.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

4.6.2. Site Visits*:* Garver's civil engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

4.6.3. Midfield Connectors*:* Garver will review the existing direct access concerns at the Taxiway B2 and Taxiway C midfield connectors. Review will include recommendations on demolition and/or geometry adjustments to remove direct access to the runway from the apron via the above referenced connectors.

4.7. Rehabilitation Analysis:

4.7.1. Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Airport Operator. Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will evaluate the structural life of the existing pavement. The pavement's structural life will be evaluated using FAARFIELD and the existing pavement and subgrade strengths obtained through the geotechnical investigation.

4.7.2. Garver will provide pavement rehabilitation alternative(s) for the asphalt pavement on the N GA Apron based on data collected during the rehabilitation analysis and geotechnical investigation.

4.8. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Final	100% Issued for Bid
Cover Sheet & Sheet Index	X	X
General Notes	X	X
Project Layout & Survey Control Plan	X	X
Construction Safety Plans & Details	X	X
Existing Conditions & Demolition Plans	X	X
Demolition Details	X	X
Typical Sections	X	X
Pavement Rehabilitation Plans	X	X
Pavement Rehabilitation Details	X	X
Pavement Marking Plans	X	X
Pavement Marking Details	X	X

4.9. Specifications and Contract Documents

4.9.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

4.9.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

4.10. Engineer's Report: Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
  - Site Survey
  - Pavement Conditions Index (PCI)
  - Geotechnical Investigation
  - Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Geometric Design

- Rehabilitation Analysis
- Pavement Markings
- Environmental Considerations
- Miscellaneous Design Items
- Modifications to AIP Standards
- Non-AIP-Eligible Items of Work
- Project Schedule
- Engineer's Opinion of Probable Cost
- Appendices

4.11. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

4.12. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

4.12.1. 90% Final Design

4.12.1.1. Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two (2) weeks.

4.12.1.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

4.12.2. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two (2) weeks.

5. BIDDING SERVICES

5.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference. The Owner will pay advertising costs outside of this contract.

5.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

5.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

6. PROJECT DELIVERABLES

6.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 90% Final Design Plans, Specifications, and Report to the Owner and FAA.
- 100% Issued for Bid Plans, Specifications, and Report to the Owner and FAA.
- Other electronic files as requested.

7. ADDITIONAL SERVICES

7.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or . Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Construction Administration Services, On-Site Construction Observation, and Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Permitting for environmentally sensitive areas.
- Drainage analysis for approval by City of Fayetteville jurisdiction.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

8. SCHEDULE

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-03

City of Fayetteville
FYV N GA Apron Rehab

Surveying Services

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	S-5	S-4	2-Man Crew (Survey)
	hr	hr	hr	hr	hr	hr	hr
1. Administration							
Administration and Coordination					2	2	
Quality Control Review						1	2
Submittals to Client							
Subtotal - Administration	**0**	**0**	**0**	**0**	**2**	**3**	**2**
2. Surveys - Topographic							
Survey Layout Map						1	
Review of Existing Control Points					1		2
Utility Locations						1	
Topographic Surveys							24
Data Processing/Preparation						7	
Subtotal - Surveys - Topographic	**0**	**0**	**0**	**0**	**1**	**9**	**26**
Hours	**0**	**0**	**0**	**0**	**3**	**12**	**28**

SUBTOTAL - SALARIES:	**$3,269.52**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$6,255.90**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$25.00
Survey Supplies	$55.77
Travel Costs (2 trips at 50mi/trip)	$65.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$145.77**
SUBTOTAL:	**$9,671.19**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$1,428.81**
TOTAL FEE:	**$11,100.00**

Exhibit B-03

City of Fayetteville
FYV N GA Apron Rehab

Geotechnical Services

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-1	T-2	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordinate with Geotechnical Subconsultant	1		1				
Develop Geotechnical Subconsultant Agreement		1	2				
Develop Geotechnical Field Work Exhibits			1	1			
Geotechnical Report Review	1		2				
Correspondence for Design Input			2				
Subtotal - Civil Engineering	**2**	**1**	**8**	**1**	**0**	**0**	**0**

Hours	**2 1 8 1 0 0 0**
SUBTOTAL - SALARIES:	**$723.67**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$1,384.67**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$75.41
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$75.41**
SUBTOTAL:	**$2,183.75**
SUBCONSULTANTS FEE (TERRACON):	**$21,000.00**
PROFESSIONAL FEE	**$316.25**
TOTAL FEE:	**$23,500.00**

Exhibit B-03

City of Fayetteville
FYV N GA Apron Rehab

Preliminary Design

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-1	T-2	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Coordination with FAA			2				
Coordination with Client	2		6				
Coordination with City			6				
Internal (Weekly) Progress Meetings (5)	5		5			5	
Site Visit (3 people, 2 trips)	3		3			3	
Prepare for Preliminary Plan Review Meeting			1				
Attend Preliminary Plan Review Meeting (2 People, virtual)	1		1				
Prepare and Distribute Preliminary Review Meeting Minutes			1				
FAA Environmental CATEX Coordination			1				
Subtotal - Project Administration	**11**	**0**	**26**	**0**	**0**	**8**	**0**
2. Civil Engineering							
Base Map Setup						4	
Establish Design Criteria and Parameters	1		2				
Review As-Built Drawings			2			2	
Develop Preliminary Construction Safety and Phasing Plan		1	4			2	
Develop Fleet Mix using available data (TFMSC, 5010, etc.)	1		4				
Review of Historic Apron Cosntruction Data					2		
Pavement Conditions Index Survey	1				6		
Pavement Inspection	1				4		
Develop Pavement Rehabilitation Design	4		8				
Preliminary Plans							
Cover Sheet & Sheet Index			1			4	
General Notes			1			4	
Project Layout and Survey Control Plan		1	2			8	
Construction Safety Plans & Details		2	4			8	
Existing Conditions & Demolition Plans		1	2			8	
Demolition Details			2			4	
Typical Sections			2			4	
Paving Rehabilitation Plans	2		4			8	
Paving Rehabilitation Details			4			4	
Pavement Marking Plans		1	4			8	
Pavement Marking Details			2			4	
Develop Preliminary Construction Contract Documents			2			6	
Develop Preliminary Technical Specifications		2	2			8	
Develop Preliminary Supplemental Specifications		2	2			8	
Develop Preliminary Quantities			2			4	
Develop Preliminary Opinions of Probable Construction Costs			6				
Preliminary Engineer's Report		2	4			16	
Internal Quality Control (QC) Review	4	8	8				
Incorporate QC Review Comments			8			16	
Incorporate Preliminary (Owner/FAA) Review Comments		2	4			4	
Subtotal - Civil Engineering	**14**	**22**	**86**	**0**	**12**	**134**	**0**
Hours	**25**	**22**	**112**	**0**	**12**	**142**	**0**

Exhibit B-03

City of Fayetteville
FYV N GA Apron Rehab

Preliminary Design

SUBTOTAL - SALARIES:	**$16,326.26**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$31,238.67**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$50.00
Office Supplies/Equipment	$52.34
Travel Costs (3 trips at 50mi/trip)	$98.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$200.34**
SUBTOTAL:	**$47,765.27**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$7,134.74**
TOTAL FEE:	**$54,900.00**

Exhibit B-03

City of Fayetteville
FYV N GA Apron Rehab

Final Design

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-1	T-2	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Coordination with FAA			1				
Coordination with Client	1		2				
Coordination with City			4				
Subtotal - Project Administration	**1**	**0**	**7**	**0**	**0**	**0**	**0**
2. Civil Engineering							
Incorporate (Owner/FAA) CSPP Comments						1	
Prepare Final Construction Safety and Phasing Plan			1			2	
CSPP Submission to FAA Through OEAAA			1				
Final Plans							
Cover Sheet & Sheet Index						1	
General Notes						1	
Project Layout and Survey Control Plan			1			2	
Construction Safety Plans & Details		1	1			2	
Existing Conditions & Demolition Plans						2	
Demolition Details						1	
Typical Sections	1		1			2	
Paving Rehabilitation Plans	1		1			2	
Paving Rehabilitation Details			1			2	
Pavement Marking Plans		1	1			2	
Pavement Marking Details						1	
Update Final Construction Contract Documents			2			4	
Update Final Technical Specifications		2	2			4	
Update Final Supplemental Specifications		2	2			4	
Update Final Quantities			2			4	
Update Final Opinions of Probable Construction Costs			4				
Final Engineer's Report		2	4			8	
Internal Quality Control (QC) Review	4	8	8				
Incorporate QC Review Comments			6			12	
Subtotal - Civil Engineering	**6**	**16**	**38**	**0**	**0**	**57**	**0**
Hours	**7**	**16**	**45**	**0**	**0**	**57**	**0**

SUBTOTAL - SALARIES:	**$6,570.92**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$12,572.80**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$50.00
Office Supplies/Equipment	$34.72
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$84.72**
SUBTOTAL:	**$19,228.44**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$2,871.56**
TOTAL FEE:	**$22,100.00**

Exhibit B-03

City of Fayetteville
FYV N GA Apron Rehab

Bidding Services

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-1	T-2	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Upload Bid Documents to Plan Room			1				
Dispense Plans and Specs to Prospective Bidders			1				
Review and Respond to Request for Information (RFI)	1		4				
Draft and Distribute Addendums			2			4	
Prepare for Pre-Bid Meeting			2				
Attend Pre-Bid Meeting (3 people, virtual)	1		1				
Bid Opening (1 person, on-site)			2				
Draft and Submit FAA Grant Application		1					4
Draft and Submit State Grant Application		1					2
Evaluate Bids and Prepare Recommendation of Award		1	1				1
Prepare Contract Documents			4				
Subtotal - Civil Engineering	**2**	**3**	**18**	**0**	**0**	**4**	**7**

Hours	**2**	**3**	**18**	**0**	**0**	**4**	**7**

SUBTOTAL - SALARIES:	**$1,800.33**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$3,444.75**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$50.00
Office Supplies/Equipment	$83.16
Travel Costs (1 trip at 50mi/trip)	$35.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$168.16**
SUBTOTAL:	**$5,413.24**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$786.76**
TOTAL FEE:	**$6,200.00**

FYV GA Apron Rehab

Exhibit C-03 - Project Extents

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1206

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **Staff recommends City Council approval of a resolution to terminate agreement between the City of Fayetteville, Arkansas and Redbox+ to haul and dispose of solid waste in the City of Fayetteville due to failure to meet the terms of the agreement by not making required monthly payments as scheduled.**

RECOMMENDATION:
Staff recommends City Council approval of a resolution to terminate agreement between the City of Fayetteville, Arkansas and Redbox+ to haul and dispose of solid waste in the City of Fayetteville due to failure to meet the terms of the agreement by not making required monthly payments as scheduled.

BACKGROUND:
The City of Fayetteville entered a contract with Redbox+ on November 19, 2024. The agreement requires Redbox+ to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services. The term of the agreement is 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for terminating Redbox+ to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

Per Hauler Agreement with Redbox+, Section 6 - Hauler shall pay all fees due hereunder, along with submitting “Attachment A: Solid Waste Documentation”, or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler.

There are currently 23 approved franchise haulers operating in the city of Fayetteville.

DISCUSSION:
In accordance with this agreement, the City of Fayetteville has submitted a request to terminate the agreement with Redbox+ for failure to pay.

This contract is being terminated for failure to meet the terms of the agreement by not making the required monthly payments as scheduled. A written notice was mailed on 2/19/2026 for termination if the hauler fails to pay the fees within forty-five (45) days of the due date. Staff followed up with a phone call to the

hauler on 03/19/2026 and notified the hauler of the termination due to non-payment. Franchise Payments from Redbox+ remain unpaid.

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: 3. Staff Review Form, 4. 2024 Haul and Disposal Agreement with Redbox+, 5. Resolution 282-24

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

File #: 2026-1206

A RESOLUTION TO AUTHORIZE THE TERMINATION OF AN AGREEMENT WITH ONSTOTT, LLC D/B/A REDBOX+ DUMPSTERS OF NORTHWEST ARKANSAS FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE

WHEREAS, on November 19, 2024, the City and Onstott, LLC d/b/a Redbox+ Dumpsters of Northwest Arkansas entered into an Agreement that allowed Redbox+ to haul and dispose of solid waste in the City of Fayetteville; and

WHEREAS, the agreement requires Redbox+ to pay all fees on or before the 15th of each calendar month for the immediately preceding calendar month, but Redbox+ has failed to make the required payments; and

WHEREAS, on February 19, 2026, the City mailed a written notice notifying Redbox+ of its breach of contract and the City's intent to terminate the agreement and followed up with a phone call on March 19, 2026.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to terminate the agreement with Onstott, LLC d/b/a Redbox+ Dumpsters of Northwest Arkansas for the hauling and disposal of solid waste in the City of Fayetteville.

City of Fayetteville Staff Review Form

2026-1206

Item ID

4/21/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Daryl Brigman	3/30/2026	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve terminating agreement between the City of Fayetteville, Arkansas and Redbox+ to haul and dispose of solid waste in the City of Fayetteville due to failure to meet the terms of the agreement by not making required monthly payments as scheduled.

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:

AGREEMENT TO HAUL AND DISPOSE OF SOLID WASTE IN THE CITY OF FAYETTEVILLE

This Agreement (the "Agreement"), is entered into on this ____ day of ____ 2024, between the **City of Fayetteville, Arkansas,** a municipal corporation (the "City"), and Redbox+ Dumpsters (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.

2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.

3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twelve (12) cubic yards or greater, or roll-off style compactor containers with capacities of twelve (12) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.

4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.

5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.

6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) Hauler's worksheet calculating the fees remitted; (ii) a list of payments received from customers within the City; (iii) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (iv) the fee shall be based upon all activity from each customer account within the City, and shall include the normal billing charges for all free or discounted services (including those for non-profit organizations) including but not limited to delivery, pull charges, disposal charges, transportation charges, final pull charges, and return charges. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. The audit may be conducted by City staff or by a third-party external auditor chosen by the City. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit shall be paid by the Hauler to the City. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party (not including any third-party external auditor) by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law. The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." This information will be reviewed by City Staff.

9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the

Arkansas Freedom of Information Act, the City will comply with said finding and notify Hauler. Discovery requests made to the City during the course of any litigation, or any other subpoena or court order issued to the City for information or records related to Hauler and this Agreement, shall be promptly made known to Hauler.

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.

11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.

12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.

13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.

14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.

15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.

16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.

17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.

18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be BEN ONSTOTT. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.

c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

22. All notices required or permitted under this contract shall be submitted in writing to the other party of this contract by electronic mail, return receipt requested, and by U.S. Mail, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Environmental Director
113 West Mountain Street
Fayetteville, AR 72701

REDBOX+ DUMPSTERS OF NORTHWEST ARKANSAS
Attn: BEN ONSTOTT
903 RAINTREE CT
SILOAM SPRINGS, AR 72761

23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.

24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.

25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.

26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.

28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.

20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:

a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.

b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.

c) City will be added as an additional insured on General Liability and Auto Liability policies.

d) The types of coverage and limits of liability of all insurance required herein shall be a follows:

COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	$500,000
Bodily Injury Liability except Automobile	$1,000,000 each occurrence
Property Damage Liability Except Automobile	$1,000,000 each aggregate
Automobile Bodily Injury	$1,000,000 each person
Comprehensive General Liability	$1,000,000 each occurrence
Automobile Property Damage Liability	$1,000,000 each occurrence
Excess Umbrella Liability	$1,000,000 each occurrence

21. Termination:

a) Except as otherwise provided herein, if Hauler breaches this Agreement or defaults in the performance of any of the requirement or conditions contained herein, and such breach continues for fifteen (15) days after the City has given the Hauler written notice of such breach or default, the City may: (i) terminate this Agreement no sooner than thirty (30) days after the date of written notice of such breach or default; (ii) cure the breach or default at the expense of the Hauler; and/or (iii) exercise any right or remedy to which it may be entitled by law.

applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

30. The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

CITY OF FAYETTEVILLE

RED BOX+ DUMPSTERS OF NORTHWEST ARKANSAS

By: _____
LIONELD JORDAN, Mayor

By: _____
NAME, Title
BEN ONSTOTT, OWNER

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

WITNESS:

By: _____
_____

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

Resolution: 282-24

File Number: 2024-663

REDBOX+ DUMPSTERS (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND ONSTOTT, LLC D/B/A REDBOX+ DUMPSTERS OF NORTHWEST ARKANSAS TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY

WHEREAS, in accordance with City Code, Onstott, LLC d/b/a RedBox+ Dumpsters of Northwest Arkansas has submitted a request for contract to haul solid waste within the city limits of Fayetteville; and

WHEREAS, this agreement requires RedBox+ Dumpsters to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services; and

WHEREAS, the term of the agreement will be two years with automatic renewals for two additional 2-year terms.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an agreement with Onstott, LLC d/b/a RedBox+ Dumpsters of Northwest Arkansas to haul and dispose of solid waste within the City for two years with automatic renewals for two additional 2-year terms.

PASSED and APPROVED on November 19, 2024

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Approved:

Lioneld Jordan, Mayor

Attest:

Jackson Shelton, Senior Deputy City Clerk

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-663

MEETING OF NOVEMBER 19, 2024

TO: Mayor Jordan and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and RedBox+ Dumpsters to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:
Staff recommends City Council approval of a resolution with RedBox+ Dumpsters for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:
City Code 50. 29 - Private Collectors; Contract with City Required
No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city. (Code 1965, § 10- 46; Ord. No. 1194, 4- 6- 59; Code 1991, § 50. 29)

In accordance with this City Code, RedBox+ Dumpsters has submitted a request for contract to haul solid waste within the city limits of Fayetteville.

There are currently 21 approved franchise haulers operating in the city of Fayetteville.

DISCUSSION:
The hauling contract will permit RedBox+ Dumpsters to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 12 cubic yards or greater, or roll-off style compactors with capacities of 12 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires RedBox+ Dumpsters to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

The term of the agreement will be 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for RedBox+ Dumpsters to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: SRF (#3), Haul and Disposal Agreement (#4)

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

File #: 2024-663

A resolution to approve an agreement between the City of Fayetteville, Arkansas and RedBox+ Dumpsters to haul and dispose of solid waste in the City of Fayetteville

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND ONSTOTT, LLC D/B/A REDBOX+ DUMPSTERS OF NORTHWEST ARKANSAS TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY

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City of Fayetteville Staff Review Form

2024-663

Item ID

11/7/2024

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

Daryl Brigman	10/17/2024	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and RedBox+ Dumpsters to haul and dispose of solid waste in the City of Fayetteville

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:

AGREEMENT TO HAUL AND DISPOSE OF SOLID WASTE IN THE CITY OF FAYETTEVILLE

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24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.

25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.

26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.

28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.

20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:

a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.

b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.

c) City will be added as an additional insured on General Liability and Auto Liability policies.

d) The types of coverage and limits of liability of all insurance required herein shall be a follows:

COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	$500,000
Bodily Injury Liability except Automobile	$1,000,000 each occurrence
Property Damage Liability Except Automobile	$1,000,000 each aggregate
Automobile Bodily Injury	$1,000,000 each person
Comprehensive General Liability	$1,000,000 each occurrence
Automobile Property Damage Liability	$1,000,000 each occurrence
Excess Umbrella Liability	$1,000,000 each occurrence

21. Termination:

a) Except as otherwise provided herein, if Hauler breaches this Agreement or defaults in the performance of any of the requirement or conditions contained herein, and such breach continues for fifteen (15) days after the City has given the Hauler written notice of such breach or default, the City may: (i) terminate this Agreement no sooner than thirty (30) days after the date of written notice of such breach or default; (ii) cure the breach or default at the expense of the Hauler; and/or (iii) exercise any right or remedy to which it may be entitled by law.

applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

30. The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

CITY OF FAYETTEVILLE

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
Jackson Shelton
Senior Deputy City Clerk

CITY CLERK / TREASURER OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Red Boxt Dumpsters of Northwest Arkansas

By: _____
NAME, Title
Ben Onstott, owner

WITNESS:

By: _____

_____

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1227

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **Routeware service verification and route management technology purchase**

RECOMMENDATION:
Approval of a resolution to authorize the purchase of new Routeware technology for eight new recycling trucks for $45,400 through the use of HGAC cooperative purchasing contract #FL10-24a and for additional purchases and services, as needed through September 30, 2028 and any future renewals.

BACKGROUND:
On August 27, 2020, a pilot program was approved with Routeware for evaluating their software on the RTC collection fleet. After a successful pilot program with Routeware, staff recommended moving forward with an agreement for installation of the Routeware software on the RTC collections fleet. This program showed daily RTC operations improved with the continued use of the Routeware system. The RTC staff is working closely with the City' s IT and Fleet staff to continue to work together on integration.

DISCUSSION:
Moving forward staff proposes using Routeware's SmartCity technology on the City's new eight new recycling trucks. The contract attached with this request is to install Routeware SmartCity route management and service verification technology on these new recycling trucks (6 residential recycling trucks and 2 commercial recycling trucks).

This contract is made pursuant to The Houston-Galveston Area Council (HGAC) Cooperative Contract FL10-24a by and between Routeware, Inc. and HGAC, which commenced May 1, 2025 (the "HGAC Contract"). Quote Number is Q-19390. This contract is effective through September 30, 2028, and any future renewals.

BUDGET/STAFF IMPACT:
The total cost of this purchase is $45,400, which is reimbursable by grant funds. A portion of this purchase ($27,360.00) will be a recurring annual cost, which will be paid for out of the RTC operational budget.

ATTACHMENTS: 3. Staff Review Form, 4. Fayetteville_HGAC_+_Routeware_Agreement, 5. HGAC FL10-24a

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

File #: 2026-1227

A RESOLUTION TO APPROVE THE PURCHASE OF SMARTCITY TECHNOLOGY FROM ROUTEWARE, INC IN THE AMOUNT OF $45,400.00 FOR EIGHT NEW RECYCLING TRUCKS, PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT THROUGH SEPTEMBER 30, 2028, AND ANY FUTURE RENEWALS, WITHIN THE APPROVED BUDGET

WHEREAS, on August 27, 2020, the City began a pilot program with Routeware to evaluate its monitoring software on the Recycling and Trash Collection fleet; and

WHEREAS, on May 6, 2025, after the pilot program proved successful, the City Council approved Resolution 106-25, which authorized an agreement with Routeware for the deployment of monitoring software and hardware across the Recycling and Trash Collection fleet; and

WHEREAS, staff proposes using Routeware's SmartCity route management and service verification technology on the City's eight new recycling trucks.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of SmartCity technology from Routeware, Inc. in the amount of $45,400.00, pursuant to a Houston-Galveston Area Council cooperative purchasing contract, through September 30, 2028, and any future renewals, within the approved budget.

City of Fayetteville Staff Review Form

2026-1227

Item ID

4/21/2026

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

Daryl Brigman	3/20/2026	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to authorize the purchase of new Routeware technology for eight new recycling trucks for $45,400 through the use of HGAC cooperative purchasing contract #FL10-24a and for additional purchases and services, as needed through September 30, 2028 and any future renewals.

Budget Impact:

5500.750.5080-5315.00	Recycling and Trash Collections
Account Number	Fund
32505.2501	The Recycling Partnership Grant
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,036,598.00
		Expenses (Actual+Encum)	$	703,323.55
		Available Budget	**$**	**1,333,274.45**
Does item have a direct cost?	Yes	Item Cost	$	45,400.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	**$**	**1,287,874.45**

Purchase Order Number:

Previous Ordinance or Resolution # 252-25

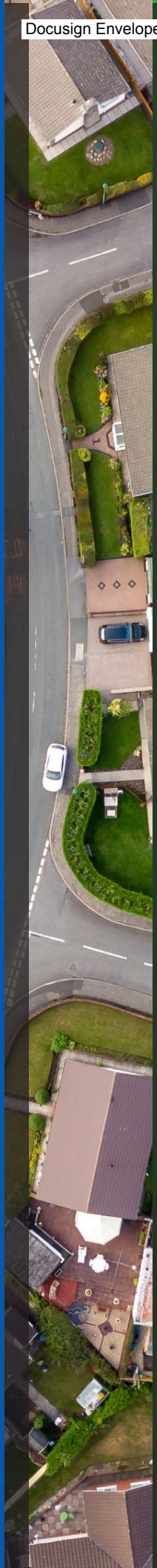
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Docusign Envelope ID: 3DEB3181-391E-8FAF-83DD-82C682985062



Q-19390

City of Fayetteville - AR

Routeware

Docusign Envelope ID: 3DEB3181-391E-8FAF-83DD-82C682985062

Routeware

QUOTE NUMBER Q-19390

Routeware, Inc.
7719 Wood Hollow Dr.
Suite #150
Austin, TX 78731

Order	Q-19390
Good Through:	Apr 29 2026
Payment Terms:	Net 30
Start Date	Apr 02 2026
End Date	2027-02-28

Ship To

Peter Nierengarten
City of Fayetteville - AR
1560 Happy Hollow Rd
Fayetteville, Arkansas 72701
United States
pnierengarten@fayetteville-ar.gov

Bill To

City of Fayetteville - AR
1560 Happy Hollow Rd
Fayetteville, Arkansas 72701
United States

Salesperson	Phone	Email
Chase Javins		chase.javins@routeware.com

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Fayetteville - AR is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Fayetteville - AR who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc's express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Docusign Envelope ID: 3DEB3181-391E-8FAF-83DD-82C682985062

Routeware

QUOTE NUMBER Q-19390

SERVICES

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
SmartCity Implementation (Small)	Each	1	$15,000.00	$15,000.00
Vehicle Installation	Each	8	$380.00	$3,040.00
			SERVICES TOTAL (USD):	$18,040.00

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
SmartCity Base Fee	Annually	8	$360.00	$2,880.00
Solid Waste Operations	Annually	8	$2,400.00	$19,200.00
In-Cab Interface (Tablet)	Annually	8	$660.00	$5,280.00
			SUBSCRIPTIONS TOTAL (USD):	$27,360.00

Docusign Envelope ID: 3DEB3181-391E-8FAF-83DD-82C682985062

Payment Terms -

Hardware is invoiced seven (7) days after execution of the Order.

Software Fees are invoiced sixty (60) days after the Contract Start Date (the Effective Service Date).

Invoices for Recurring Subscriptions shall be issued quarterly in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive quarter thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

For Time and Materials projects and Install Services, Company will submit invoices for services to Customer by the 10th of the month following the month in which Company provided services.

For Fixed Fee and all other services, 100% shall be billed upon the Effective Service Date.

Company's invoice will include a date, an invoice number, a purchase order number and a description of the goods or services.

Travel and Expenses ("T & E") Not to Exceed: $3,000
T & E Expenses as incurred in the implementation of the project as described herein. Any additional services that require T & E may incur additional expenses.

This contract is made pursuant to The Houston-Galveston Area Council (HGAC) Cooperative Contract FL10-24a by and between Routeware, Inc. and HGAC, which commenced May 1, 2025 (the "HGAC Contract").

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order will be deemed acceptance of such terms.

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Statement of Work (SOW) Additional Terms -

Mutual agreement of the accompanying Statement of Work (SOW) or Work Authorization (WAF) for the implementation is required prior to contract execution.

Any Time and Materials hours included in this Order represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. Fixed Fee Pricing reflects Routeware's current understanding of the business requirements and the anticipated future state of the project. All fee and timeline estimates are based on the information provided to-date, including system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, level of participation, complexity of processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a

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Change Order, which may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

Subscription Hardware Additional Terms -

All Hardware on this Order sold as a subscription is the property of Routeware. Throughout the term of this Order and at no additional cost to the Customer, Routeware will repair or replace defective Subscription Hardware purchased on this Order with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear. Normal wear and tear includes battery/component failure, scratches and superficial damage to the top, bottom, and corners of the unit. That not covered under the replacement program includes, but is not limited to, damage from (a) drops, (b) immersion in water, (c) cracked screens caused by excess pressure or hard devices, or (d) deliberate damage to the unit. Unit replacement costs resulting from damage not covered by the warranty is the responsibility of Customer. Customer shall surrender to Routeware any computers that are replaced under this program. Notwithstanding any other agreements or clauses on this matter in this agreement or others, Routeware reserves the right to increase monthly service if, in Routeware's sole determination, units are routinely abused or mishandled to the point of failure. Refer to the Hardware and Software Warranties section of the Routeware Master Sales and License Agreement for additional warranty details. At the conclusion of the License Period, Customer shall return all Subscription Hardware to Routeware in good condition and working order. In the event the Customer does not return all Subscription Hardware, or the Subscription Hardware is damaged, lost, or stolen while in the Customer’s possession, the Subscription Hardware will be deemed sold to Customer, and Customer agrees to pay the then-current list price (plus any applicable taxes) upon receipt of an invoice.

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IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

City of Fayetteville - AR

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Purchase Order Details:

Purchase Order number: _____

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

Routeware, Inc, and Affiliates

Signature: DocuSigned by: Robert Nelson A41C496AD9FC420... **Date:** March 31, 2026

Name (Print): Robert Nelson **Title:** VP, Finance

Please sign and email to Chase Javins at chase.javins@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:

Signed by: Finance Team 78CA773844DE43C...

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STATEMENT OF WORK

Purpose

This statement of work (“SOW”) and any addenda attached hereto, sets forth the deliverables associated with the Routeware implementation of licensed software/subscription services (hereafter “Product” or “Services”) as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter “Agreement”, executed by City of Fayetteville - AR (“Licensee” or “Customer” or “Subscriber”) and Routeware (“Licensor” or “Provider”).

This SOW and attached Addenda set forth the scope and objectives, project stages, project governance and objectives, gate checks and lifecycle stages, and change management, applicable to the implementation of the Product or Services as further identified within the Routeware line of business below:

- SmartCity

Routeware’s Gate Checks

Routeware will develop a project plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the project plan will be documented, reviewed, and approved by the respective project managers for the Customer and Routeware. In addition, a summary of requested changes will also be reviewed during the scheduled gate check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware will structure the project into several phases designed to ensure success. Routeware will work collaboratively with the Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware will assign a core implementation team.

Routeware will execute gate check reviews at the completion of the Discover, Design, and Deploy stages of the project lifecycle. The gate check reviews provide the following:

Stage 1 - Discover

The Discover stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware and Customer project team members. It also includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware’s best practices for a specific Customer’s needs, and the import of Customer data.

Stage 2 - Design

The “future state” is documented, reviewed, and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the Customer provided access to the solution. There will be progressive “targeted” training and begin the solution familiarization process for key users, along with the creation of a validation plan to be used during the Deploy stage. The Routeware team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being “solution complete”.

Stage 3 - Deploy

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The Deploy stage includes scenario-based training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Discover and Design stages. Scenario-based training - typically conducted with Customer-identified "super users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the super users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the validation plan, the milestone of "solution acceptance" is confirmed by the Customer. At go-live there is final training and practice for end users and drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware aids the Customer during the go live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to support, and project closeout.

Services

The scope of Services outlined below provides a breakdown of the key components and gate checks of the Routeware implementation and the corresponding deliverables provided by Routeware and Customer.

Discover phase:

Routeware:

Key activities include:

- Project kick-off
- Develop implementation plan/key milestones
- Complete pre-implementation documents
- Review, document, and approve business requirements:
  - Scenarios
  - Reporting
  - Integrations
  - Data workshop/Data import

Key deliverables include:

- Draft project plan
- Session agendas
- Documented business requirements
- Environment provisioning/solution installation

Customer:

Key activities include:

- Define/assemble project team
- Project planning
- Define measures of project success

Key deliverables include:

- Process questionnaires
- Provide documented process to model recommended configuration
- Provide sample data sets

Design Phase:

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Routeware:

Key activities include:

- Define, configure, document and approve future state
- Conduct status meetings
- Update project plan
- Install solutions(s)
- Targeted training on data maintenance, transactions etc.
- Solution familiarization exercises
- Drafting solution validation plan
- Creation of scenario-based training plan
- Conduct status meetings

Key deliverables include:

- Data import (3 imports into test environment)
- Solution configuration
  - Users
  - Customers
  - Equipment
  - Routes
  - Codes
  - Other applicable data
- Session agendas
- Targeted training
- Final solution configuration
- Design gate check
- Project plan revisions

Customer:

Key activities include:

- Customer completes recommended Product training
- Attend all system configuration sessions
- Complete all action items after each system configuration session
- Required configuration and testing
- Internal process review
- Attend all design sessions
- Complete solution familiarization exercises
- Attend all status meetings
- Begin work on change management activities

Key deliverables include:

- Approved business requirements

- Provide data for import
  - Accepted file formats include .csv or .xml
  - Updated data sets as required
- Approved future state configurations
- Enumeration of test plans
- Solution familiarization activities
- Data maintenance
- Transaction practice
- Solution validation
- Usage documentation and/or standard operating procedures (SOPs)
- Approval/sign-off

Deploy Phase:

Routeware:

Key activities include:

- Scenario-based super user training
- Solution validation (user acceptance testing, UAT)
- Creation of end-user training plan
- Solution acceptance milestone
- Conduct status meetings
- Update project plan
- End-user training and practice
- Go-live cutover
- Issue management and stabilization
- Transition to support
- Project closeout

Key deliverables include:

- Scenario-based training
- Readiness gate check
- Project plan revisions
- Go-live cutover and stabilization assistance
- Issue management and resolution
- Transition to support
- Project closeout

Customer:

Key activities include:

- Solution validation activities
- End-user training plans
- Approval/sign-off
- Solution acceptance

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Key deliverables include:

- End-user training and practice
- Issue triage and management

Project Assumptions

- All data to be imported will be provided in the Routeware-approved .csv, .sql or .xml format, and will not require transformation during the import process.
- The Customer will provide adequate resources and key decision makers required to meet tasks associated with implementation milestones.
- The Routeware project manager will be the primary contact throughout the project, will coordinate the efforts of implementation consultants and subject matter experts (SMEs) throughout the project, and will establish a cadence of status meetings with the Customer.
- The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.

Out of Scope

- Interfaces – No interfaces to 3rd party applications are included in this Scope of Work.
    - If an interface to a 3rd party technology solution is required a secondary SOW will be drafted following process discovery and technical scoping conversations including Routeware, the customer, and the 3rd party technology provider.
- Custom Reports – Reporting is robust across all Routeware solutions. If you require unique custom reports, those will be scoped separately with an estimate for your consideration.
- Customized development work to any Routeware system.
- Development of non-standard workflows, use cases, or business practices.
- Development of non-standard training documents

SOW Change Order

Changes to a SOW will require a written change order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule for the performance of the applicable Services. Upon Routeware's receipt of a change order request from the Customer, Routeware will promptly notify the Customer if Routeware believes that the change order request requires an adjustment to the fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. During such negotiations, Routeware may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the change order request unless and until the parties have executed an applicable change order. Any time and materials that are required to evaluate a change order request are billable at Routeware's then-current standard rates.

Services Summary

All pricing for the Professional Services described in this Scope of Work is included in the accompanying Order Q-19390. Fees are based on a fixed fee structure and reflect Routeware's current understanding of the Customer's business requirements and the anticipated future state of the project. Any changes to this Scope of Work or requests for additional services will require a new SOW and may incur additional charges at Routeware's then-current rates. Final acceptance of this SOW will follow the formal quote which includes this document.

Confidentiality Statement

Docusign Envelope ID: 3DEB3181-391E-8FAF-83DD-82C682985062

This SOW, including all attachments, copies, and derivatives thereof, is considered Routeware confidential information, and is subject to all obligations of confidentiality set forth in the Agreement.

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HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	FL10-24A	Date Prepared:	31/03/2026

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Fayetteville - AR	**Contractor:**	Routeware, Inc.
Contact Person:	Peter Nierengarten	**Prepared By:**	Mitch Fisher
Phone:	(479) 575-8272	**Phone:**	717-683-7404
Fax:		**Fax:**	717-683-7405
Email:	pnierengarten@fayetteville-ar.gov	**Email:**	mfischer@routeware.com

Catalog / Price Sheet Name/Product Code	Routeware Standard Pricebook
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	SmartCity Implementation (Small)	$ 15,000	$ 15,000
8	SmartCity Base Fee	$ 360	$ 2,880
8	Solid Waste Operations	$ 2,400	$ 19,200
8	In-Cab Interface	$ 660	$ 5,280
8	Vehicle Installation	$ 380	$ 3,040
			$ -
		Total From Other Sheets, If Any:	0
		Subtotal A:	45,400

HGACBuy THE SMART PURCHASING SOLUTION

B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary
(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

Quan	Description	Unit Pr	Total
1	ReCollect Essential Success Package	$ -	$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	-

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:** 0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

			$ -
			$ -
			$ -
			$ -
		Subtotal C:	-

Delivery Date:	**05/02/2026**	**D. Total Purchase Price (A+B+C):**	45,400

Docusign Envelope ID: EECA9BCF-99D0-4053-974A-D532088AEE94

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 Routeware, Inc., hereinafter referred to as the Contractor, having its principal place of business at 16525 SW 72nd Avenue, Portland, OR 97224.

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:

Routeware, Inc.		**H-GAC**	
Signature	DocuSigned by: Robert Nelson A41C496AD9FC420...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Robert Nelson	Name	Chuck Wemple
Title	VP of Accounting	Title	Executive Director
Date	5/30/2025	Date	6/2/2025

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

Manufacturer	Products/Services	Catalog Description	HGACBuy Discount Off List Price
Routeware, Inc.	Waste management fleet software covering solid waste, snow plowing, and street sweeping operations	"Routeware List Prices" document, effective March 6, 2025	0-14%
		H-GAC FL10-24A "Response Price List" document	

Docusign Envelope ID: EECA9BCF-99D0-4053-974A-D532088AEE94

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.

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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.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-501

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Steven Dotson, Chief Financial Officer

FROM: Holly Black, Budget Director

SUBJECT: **2025 Reappropriation Amendment**

RECOMMENDATION:
To reduce the reappropriation amount added to the 2026 Budget pursuant to resolution 48-26 by $21,340,684 due to payments made against the 2025 budget which occurred after the adoption of resolution 48-26. These amounts are reflected in the attached budget amendment.

BACKGROUND:
Each year it is necessary for the City Council to reappropriate funds for the new budget because of items that were previously approved which were not yet completed or which were appropriated for future time periods. This was done in 2026 pursuant to resolution 48-26 adopted at the February 17, 2026 City Council meeting.

DISCUSSION:
After that meeting, payments were submitted and processed for work done or services provided before December 31, 2025. Therefore, these payments were appropriately booked as expenditures against the 2025 budget as required by Generally Accepted Accounting Principles. Many of these expenditures were large in amount and if the appropriations approved for their payment in 2026 are not reduced, it would result in over appropriation of and possible deficits in 2026 individual funds. Therefore, this request (if approved) will adjust the affected budgets to reflect appropriations no longer needed.

BUDGET/STAFF IMPACT:
The financial impact of approving this resolution is a decrease in the reappropriations and thus the total 2026 expenditure budget by $21,340,684 pursuant to the attached budget amendment.

ATTACHMENTS: 3. Staff Review Form, 4. 2026-501 Summary Worksheet

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

File #: 2026-501

A RESOLUTION TO AMEND RESOLUTION 48-26 BY REDUCING THE AMOUNT OF REAPPROPRIATIONS TO THE 2025 BUDGET BY $21,340,684.00, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, on February 17, 2026, the City Council approved Resolution 48-26, which reappropriated funds from the 2025 budget to the 2026 budget for items that were not yet completed or which were appropriated for future time periods; and

WHEREAS, after Resolution 48-26 was passed, payments were submitted and processed for work done or services provided before December 31, 2025, and, therefore, those payments should be booked as expenditures against the 2025 budget.

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 amends Resolution 48-26 by reducing the amount of reappropriations to the 2025 budget by $21,340,684.00.

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

2026-501

Item ID

4/21/2026

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

Holly Black	3/31/2026	BUDGET & INFORMATION MGMT (133)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to amend resolution 48-26, reducing the amount of reappropriations to the 2026 Budget by $21,340,684 and to approve a budget amendment.

Budget Impact:

VARIOUS	VARIOUS
Account Number	Fund
VARIOUS	VARIOUS
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	461,856,330.00
		Expenses (Actual+Encum)	$	153,273,946.10
		Available Budget	$	**308,582,383.90**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	(21,340,684.00)
		Remaining Budget	$	**287,241,699.90**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 48-26

Change Order Number:

Approval Date: 2/17/2026

Original Contract Number:

Comments:

2025 REAPPROPRIATIONS SUMMARY

Fund	A - Original	B - Amendment	Grand Total
1010 - General	4,083,859	(188,916)	3,894,943
2100 - Street	1,141,670	(52,366)	1,089,304
2130 - Parking	393,428	223	393,651
2180 - Community Development	2,923,071	(18,407)	2,904,664
2190 - Franchise Fee	235,000	-	235,000
2230 - Special Grants	2,514,355	(23,559)	2,490,796
2235 - Safe Streets and Roads Grant	22,741,486	(1,387,747)	21,353,739
2246 - American Rescue Plan Act (ARPA)	550,492	(71,191)	479,301
2250 - Parks Development	6,458,290	(68,570)	6,389,720
2300 - Impact Fee	6,971,552	(10,610)	6,960,942
2930 - Drug Law Enforcement Grant	314,668	(85,812)	228,856
4270 - Disaster & Replacement	186,733	-	186,733
4470 - Sales Tax Capital Improvement	19,525,347	(1,182,345)	18,343,002
4601 - Bond Program Grant Matching	8,582,789	(709,041)	7,873,748
4606 - Economic Development 2019 Bonds	1,718,629	(322,756)	1,395,873
4702 - Street Projects 2022 Bonds	6,288,527	(415,088)	5,873,439
4703 - Trails Projects 2022 Bonds	174,724	(146,448)	28,276
4704 - Drainage Projects 2022 Bonds	4,271,358	(223,287)	4,048,071
4705 - Parks Projects 2022 Bonds	3,424,411	(697,944)	2,726,467
4707 - City Facilities 2022 Bonds	431,607	(234,186)	197,421
4708 - Arts Corridor 2022 Bonds	402,561	(374,052)	28,509
4710 - Fire Projects 2022 Bonds	126,884	-	126,884
4802 - Street Projects 2024 Bonds	9,904,877	-	9,904,877
4805 - Parks Projects 2024 Bonds	4,124,788	(396,954)	3,727,834
5400 - Water and Sewer	64,753,205	(13,934,650)	50,818,555
5450 - Stormwater Management	303,083	-	303,083
5500 - Recycling and Trash Collection	3,295,132	(173,355)	3,121,777
5550 - Airport	1,038,236	(39,044)	999,192
9700 - Shop	11,112,568	(584,579)	10,527,989
Grand Total	**187,993,330**	**(21,340,684)**	**166,652,646**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1233

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Matt Mihalevich, Active Transportation Manager
Justin Bland, City Engineer
Chris Brown, Public Works Director

FROM: Dane Eifling, Mobility Coordinator

SUBJECT: **Contract for Bus Stop Concrete Pads**

RECOMMENDATION:
Staff recommend award of Bid #26-29 and authorization of a contract with N.E.C., Inc. in the amount of $116,397.50 for construction of bus stop concrete pads at 21 Razorback Transit and Ozark Regional Transit stop locations, as directed by the City, and approval of a $50,000 contingency.

BACKGROUND:
In 2025, the Northwest Arkansas Planning Commission (NWARPC) announced a 1:1 matching grant opportunity to fund transit stop enhancements across the region. In June 2025, Mayor Rawn signed a letter committing the City to collaborate with Ozark Regional Transit and Razorback Transit to provide the required local match.
In July 2025, NWARPC awarded the City of Fayetteville a grant in the amount of $203,317.25. To meet the 1:1 match requirement, Ozark Regional Transit and Razorback Transit have each committed $50,829.30, for a combined total of $101,658.60, with the City contributing the remaining $101,658.65.

DISCUSSION:
The grant requires that a minimum of 17 stops be improved by September 30, 2026. This contract allows the City to exceed that requirement while advancing the goal of providing accessible loading platforms, seating, and shelters at all transit stops in Fayetteville.
Bid pricing came in below the engineer's estimate. As a result, a $50,000 contingency is included to provide flexibility to improve additional stop locations at current bid prices.

BUDGET/STAFF IMPACT:
Sufficient funding to award the bid and contingency is available through the grant.

ATTACHMENTS: 3. Staff Review Form, 4. Fayetteville Bus Pads Signed Contract, 5. Bid 26-29, Appendix A - Bid Tabulation, 6. Bid 26-29, Appendix B - City Issued Bid, 7. Bid 26-29, Appendix C - NEC Submittal, 8. Resolution 189-25

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

File #: 2026-1233

A RESOLUTION TO AWARD BID 26-29 AND APPROVE A CONTRACT WITH N.E.C., INC. FOR CONSTRUCTION OF BUS STOP CONCRETE PADS AT 21 RAZORBACK TRANSIT AND OZARK REGIONAL TRANSIT STOP LOCATIONS IN THE AMOUNT OF $116,397.50, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $50,000.00

WHEREAS, on July 4, 2025 City Council approved Resolution 189-25 accepting a matching grant from the Northwest Arkansas Planning Commission to fund transit stop enhancements; and

WHEREAS, the grant requires a minimum of 17 stops be improved by September 30, 2026 and this contract will allow the City to exceed that requirement while advancing the goal of providing accessible loading platforms, seating, and shelters at all transit stops in Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 26-29 and authorizes a contract with N.E.C., Inc. for construction of bus stop concrete pads at 21 Razorback Transit and Ozark Regional Transit stop locations in the amount of $116,397.50, and further approves a project contingency in the amount of $50,000.00.

City of Fayetteville Staff Review Form

2026-1233

Item ID

4/21/2026

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

Sara Combs	4/2/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommend award of Bid #26-29 and authorization of a contract with N.E.C., Inc. in the amount of $116,397.50 for construction of bus stop concrete pads at 21 Razorback Transit and Ozark Regional Transit stop locations, as directed by the City, and approval of a $50,000 contingency.

Budget Impact:

4470.800.8820-5809.00	Sales Tax Improvement
Account Number	Fund
25004.2501	NWARPC WFF Grant
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	486,637.00
		Expenses (Actual+Encum)	$	280,101.92
		Available Budget	**$**	**206,535.08**
Does item have a direct cost?	Yes	Item Cost	$	116,397.50
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	**$**	**90,137.58**

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

Contract for Services
Construction – Lake Fayetteville Bridge and Nature Trail
Contractor: *N. E. C., Inc.*
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 **N. E. C., Inc.** (Contractor or **NEC**).

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

Work performed by **NEC** shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. **NEC** 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. **NEC's** Tax identification number (TIN) ending in 0483
        ii. **NEC's** Arkansas Contractor License No. 0148780426
        iii. **NEC's** Secretary of State Filing No. 800030724

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 26-29, Construction – Bus Stop Concrete Pads** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
        iii. **Appendix C**: **NEC's** bid submittal
        iv. **Appendix D**: **NEC's** Certificate of Insurance
        v. **Appendix E**: **NEC'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 **NEC.**
    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) **NEC'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: N. E. C., Inc., 2425 S. 5th Place, Rogers, AR 72758

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. **NEC,** 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 26-29** as stated in **NEC's** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 26-29**, 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 **$116,397.50** US Dollars.

c. The City of Fayetteville shall pay **NEC** 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, **NEC** 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 **NEC** 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 **NEC** or sureties under this Agreement.

11. **Project Bonding - Performance and payment bonding:** After execution of this contract by all parties, **NEC** 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 90 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. **NEC** 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. **NEC** 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 **$100.00 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, **NEC** 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 **NEC**, 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 **NEC**) 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 **NEC** 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 **NEC**'s Commercial General Liability Insurance, **NEC** 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 **NEC**, 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:** **NEC** 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 **NEC** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **NEC** 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 **NEC**.

24. **Responsibility of the City of Fayetteville**

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **NEC**:

i. Provide full information as to the requirements for the Project.

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

iii. Assist **NEC** in obtaining access to property reasonably necessary for **NEC** to perform its services.

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

v. Review all documents and provide written comments to **NEC** 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 **NEC** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **NEC** 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. **NEC** 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 **NEC** 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 **NEC** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **NEC**'s default.

    d. If termination for default is affected by **NEC**, 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 **NEC** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **NEC** relating to commitments which had become firm prior to the termination.

    e. Upon receipt of a termination action under Paragraphs above, **NEC** 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 **NEC** 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 **NEC** to fulfill contractual obligations, it is determined that **NEC** 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 **NEC** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond **NEC's** reasonable control, **NEC** shall be entitled to additional compensation and time for reasonable documented costs incurred by **NEC** in temporarily closing down or delaying the Project.

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

29. Rights and Benefits: **NEC'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 **NEC** 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 **NEC** 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 **NEC** 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 **NEC** 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 **NEC**, 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 **NEC** for services rendered by **NEC**. All parties agree if funding should become insufficient to complete the project, **NEC** shall be notified in a timely manner.

32. **Indemnification:** The CITY requires **NEC** 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 **NEC**, or their employees, agents, Subcontractors, sub consultant and Suppliers of the **NEC**.

33. **Publications:** Recognizing the importance of professional services on the part of **NEC's** employees and the importance of **NEC's** public relations, **NEC** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **NEC'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 **NEC**, 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 **NEC's** activities pertaining to any such publication shall be for **NEC'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. **NEC** 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 **NEC** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **NEC** has been compensated for all Services rendered, provided, however, that Contractor shall have the unrestricted right to their use. **NEC** 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 **NEC**.

    c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **NEC** 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 NEC:**

    a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **NEC** 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. **NEC** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **NEC's** negligent performance, except beyond the **NEC'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. **NEC'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 **NEC** for faulty materials, equipment, or work.

    d. **NEC** 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. **NEC** 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. **NEC** 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. **NEC** shall also maintain the financial information and data used by **NEC** 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. **NEC** 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 **NEC**;

      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: NEC 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 **NEC** 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 **NEC** or any of **NEC** 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 **NEC** 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 **NEC** as it could pursue in the event of a breach of the Agreement by **NEC**. 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 **NEC** 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 **N. E. C., Inc.** 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: _____

N. E. C., Inc.

By:_____
Michael Necessary, Vice President

Date Signed: _____

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-29, Construction - Bus Stop Concrete Pads

Deadline: Tuesday, March 31, 2026 at 2:00 PM

Certification of Funds: $300,000 *($375,000 maximum allowed)*

				NEC, Inc		Oelke Construction Company		Sandridge Construction		Origins Construction		Sweetser Construction, Inc.		Precision Ventures LLC		Sullivan Contracting Services	
		Total		$116,397.50		$138,905.03		$154,700.00		$166,200.83		$167,525.00		$179,612.70		$235,939.24	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	$5,056.00	$5,056.00	$11,500.00	$11,500.00	$5,000.00	$5,000.00	$4,460.59	$4,460.59	**$2,400.00**	$2,400.00	$6,650.00	$6,650.00	$11,934.00	$11,934.00
2	Bonds and Insurance	1	LS	$2,944.00	$2,944.00	$4,200.00	$4,200.00	$9,300.00	$9,300.00	$2,773.20	$2,773.20	**$1,950.00**	$1,950.00	$5,275.00	$5,275.00	$3,114.77	$3,114.77
3	12" Excavation and Haul Off	240	CY	$148.50	$35,640.00	$109.37	$26,248.80	$125.00	$30,000.00	$105.65	$25,356.00	**$40.00**	$9,600.00	$107.66	$25,838.40	$119.34	$28,641.60
4	6" Thick Class 7 Base	120	CY	**$38.50**	$4,620.00	$110.83	$13,299.60	$65.00	$7,800.00	$144.16	$17,299.20	$60.00	$7,200.00	$289.99	$34,798.80	$298.35	$35,802.00
5	6" Thick Fiber Reinforced Concrete	650	SY	**$83.00**	$53,950.00	$92.70	$60,255.00	$110.00	$71,500.00	$148.20	$96,330.00	$120.00	$78,000.00	$91.77	$59,650.50	$208.84	$135,746.00
6	Top Soil 6" Fill	15	CY	$31.00	$465.00	$208.78	$3,131.70	$280.00	$4,200.00	$139.39	$2,090.85	$75.00	$1,125.00	**$30.00**	$450.00	$79.96	$1,199.40
7	Fine Grading, Seed and Straw	1000	SF	$8.00	$8,000.00	$7.45	$7,450.00	$4.00	$4,000.00	$5.14	$5,140.00	$12.00	$12,000.00	$3.20	$3,200.00	**$0.24**	$240.00
8	Traffic Control, Minor Street Locations	9	EA	**$72.50**	$652.50	$253.33	$2,279.97	$500.00	$4,500.00	$220.10	$1,980.90	$1,000.00	$9,000.00	$1,000.00	$9,000.00	$656.37	$5,907.33
9	Traffic Control, Full Lane Closure on Multi-Lane High Traffic Roads	12	EA	**$108.50**	$1,302.00	$456.08	$5,472.96	$1,200.00	$14,400.00	$586.92	$7,043.04	$3,500.00	$42,000.00	$2,000.00	$24,000.00	$656.37	$7,876.44
10	Remove and Replace Curb 6" Type A	30	LF	$109.50	$3,285.00	$60.00	$1,800.00	**$50.00**	$1,500.00	$99.78	$2,993.40	$125.00	$3,750.00	$225.00	$6,750.00	$122.92	$3,687.60
11	Adjust Utility Box	1	EA	**$483.00**	$483.00	$3,267.00	$3,267.00	$2,500.00	$2,500.00	$733.65	$733.65	$500.00	$500.00	$4,000.00	$4,000.00	$1,790.10	$1,790.10

Trevel Young, Procurement Agent

Kenny Fitch, Sr Procurement Agent

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8258
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 26-29, Construction – Bus Stop Concrete Pads

DEADLINE: Tuesday, March 31, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Tuesday, March 17, 2026 at 1:30 PM
SR. PROCUREMENT AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 03/08/2026 & 03/15/2026

Appendix B
Bid 26-29, Construction – Bus Stop Concrete Pads
City Issued Bid

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 – **176 Total Pages**
FILE #02: PLANS – **43 Plan Sheets**

*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.

☐ <u>Additional Information Requested</u>:

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

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CITY OF FAYETTEVILLE ARKANSAS

Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 26-29, Construction – Bus Stop Concrete Pads

The City of Fayetteville is accepting sealed bids from properly licensed contractors to construct 21 concrete pads for bus stops across multiple locations within the city. 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, March 17, 2026, at 1:30 PM. 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, March 31, 2026, before 2:00 PM local time, utilizing the electronic bidding software or 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 submission deadline and a registration in good standing with the Arkansas Secretary of State prior to the contract award.

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

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

City of Fayetteville
By: Kenny Fitch
Sr. Procurement Agent
479.578.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 03.08.26 & 03.15.26
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $401.92

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CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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 Procurement 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 Procurement 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.

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

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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 Procurement 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,

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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, excluding bonds and insurance.

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.

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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.

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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 is required prior to the bid deadline and registration with the Arkansas Secretary of State shall be valid and current 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.

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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.

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.

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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 __**90**__ 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 __**$100.00**__ for each consecutive day thereafter will be assessed.

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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. Procurement Agent, at kfitch@fayetteville-ar.gov. The Sr. Procurement 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 Procurement 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 bid does not include deductive alternate(s).

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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.

Appendix B - Bid 26-29, Construction - Bus Stop Concrete Pads City Issued Bid

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.

Appendix B
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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 GUARANTY

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 Contractor shall provide weekly updates to City staff 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.

Appendix B
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END OF SECTION 01 – INSTRUCTIONS TO BIDDERS

SECTION 02
BID FORM

Bid Number: 26-29, Construction – Bus Stop Concrete Pads

BID TO:

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

BID FROM:

Bidder: _____
_____
_____
_____

Appendix B
Bid 26-29, Construction -
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City Issued Bid

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:

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

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

Appendix B
Bid 26-29, Construction -
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City Issued Bid

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

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment __90__ consecutive calendar days from the date established in a written notice to proceed. Total completion shall be __120__ consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

5.02 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 $__100.00___ for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

6.01 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. _____

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Bid 26-29, Construction -
Bus Stop Concrete Pads
City Issued Bid

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.: _____

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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.: _____

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
City Issued Bid

END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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)	_____	_____
	_____	_____

Appendix B
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City Issued Bid

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

_____

Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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

Appendix B
Bid 26-29, Construction -
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CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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.

Bid 26-29, Construction - Bus Stop Concrete Pads Appendix B City Issued Bid

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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)

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
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END OF SECTION 05

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS** 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

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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

_____

By _____

_____

ATTORNEY-IN-FACT

_____

_____

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

COUNTERSIGNED: Resident Agent
State of Arkansas

_____

By _____

_____

(CORPORATE SEAL)

Approved as to Form:

_____

_____

Attorney for _____

Appendix B - Bid 26-29, Construction - Bus Stop Concrete Pads City Issued Bid

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS** 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:

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
City Issued Bid

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.

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Bus Stop Concrete Pads
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CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT

_____

_____

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

COUNTERSIGNED: Resident Agent

State of Arkansas

_____

By _____

_____

(CORPORATE SEAL)

Approved as to Form:

_____

_____

Attorney for _____

Appendix B
Bid 26-29, Construction -
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STANDARD SPECIFICATIONS

FOR

STREET AND DRAINAGE CONSTRUCTION

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FAYETTEVILLE
ARKANSAS

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DIVISION 100. GENERAL PROVISIONS

Section 101. Definitions and Terms

101.01 Abbreviations and Definitions. Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

(a) Industry Abbreviations.

ACI	American Concrete Institute
AASHTO	American Association of State Highway and Transportation Officials
ADPCE	Arkansas Department of Pollution Control and Ecology
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARA	American Railway Association
ARDOT	Arkansas Department of Transportation
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Service Association
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CoE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards, General
ITE	Institute of Traffic Engineers
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council
UL	Underwriter's Laboratory
USC	United States Code

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(b) Contract Abbreviations for Construction Work

AC	Asphalt Cement	ACHM	Asphalt Concrete Hot Mix
ACTD	Actuated	ADJ	Adjusted
AGG	Aggregate(s)	ALUM	Aluminum
APPL	Application	APPR	Approach
ASPH	Asphalt	ASSY	Assembly
AST	Asphalt Surface Treatment	AUTO	Automatic
BIND	Binder	BIT	Bituminous
BLDG	Building(s)	BLDG	Building(s)
BLKT	Blanket	BNG(S)	Bearing(s)
BR	Bridge(s)	BST	Bituminous Surface Treatment
C & G	Curb and Gutter	CA	Corrugated Aluminum
cc	cubic centimeter(s)	CD	Compacted Depth
CEM	Cement	CL	Class
CLVT(S)	Culvert(s)	CM	Corrugated Metal
CMBN	Combination	CNTL	Control, Controller
COMP	Compaction, Controller	CONC	Concrete
		CONST	Construction
CONT	Continuous, Continuously	CORR	Corrugated
		CR	Crushed
CRS	Course(s)	CS	Corrugated Steel
CTD	Coated	CU,cu	Cubic
DBL	Double	DI	Drop Inlet(s)
DWY(S)	Driveway(s)		
EMUL	Emulsified	EWK	Earthwork
EXC	Excavation	EXP	Expansion
F & I	Furnish and Install	FDN	Foundation
FES	Flared End Section(s)	FNC	Fence(s)
FURN	Furnish, Furnishing		
GA	Gage, Gauge	GALV	Galvanized
GR	Grade, Graded	GRVL	Gravel
ha	hectare(s)	HI	High Intensity
HM	Hot Mix	HMA	Hot Mix Asphalt
HMAS	Hot Mix Asphalt Stabilized		
INST	Install, Installing, Installation		
j	joule(s)		
kg	kilogram(s)	kL	kilometer(s)
km/h	kilometers per hour	KPa	kilopascal(s)
L	liter(s)	LAB	Laboratory
m	meter(s)	mm	millimeter(s)
MA	Mineral Aggregate	MAINT	Maintenance
MATL	Material(s)	MES	Mitered End Section(s)
MET	Metal	MG	1000 Gallons
MIN	Mineral	MOB	Mobilization

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MOD	Modified	MPa	MegaPascal(s)
MRK	Marking(s)	msta	metric station
mton	1000 kilograms		
NO	Number(s)	NON MET	Non-Metallic
NON REINF	Non-Reinforced	NPDES	National Pollutant Discharge Elimination System
OCT	Octagonal	OFF	Office
Pa	Pascal(s)	PC	Portland Cement
PIL	Piles, Piling	PM	Plant Mixed
ppm	parts per million	PRCST	Precast
PRFMD	Preformed	PROC	Process, Processing
PVC	Polyvinylchloride	PVMT	Pavements(s)
PVNG	Paving		
QPL	Qualified Products List	QUAD	Quadruple
QUINT	Quintuple		
R & D	Removal and Disposal	RC	Reinforced Concrete
RDWY	Roadway(s)	RECOMP	Recompact(ed), Recompaction
RECON	Reconstruct(ed)		
REFL	Reflectorized	REHAB	Rehabilitate, Rehabilitation
RELOC	Relocate, Relocation	REMV	Removal, Removing, Removed
RELP	Replace, Replacing		
RESTOR	Restoration	RESTEEL	Reinforcing Steel
RMC	Rigid Metallic Conduit	RNMC	Rigid Non-Metallic Conduit
SCAR	Scarify, Scarifying	SGNL(S)	Signal(s)
SHLD(S)	Shoulder(s)	SPEC	Special
sq	Square	Sta	Station (100 feet)
STAB	Stabilized, Stabilization	STKPL	Stockpile, Stockpiling
STL	Steel	STN	Stone
STR(S)	Structure(s)	STRL	Structural
SURF	Surface, Surfacing	SWPPP	Storm Water Pollution Prevention Plan
SYS	System, Systems		
TEMP	Temporary	TERM	Terminal
THERMPL	Thermoplastic	TMBR	Timber
TRAF	Traffic	TRPL	Triple
TRMT	Treatment	TRTD	Treated
TY	Type		
UNCL	Unclassified	UNTRTD	Untreated
UT	Uniform Thickness	VAR	Variable
VEH	Vehicle(s)		
µm	micrometer (1×10^{-6} m)		

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(c) Definitions. Whenever in these specifications or in other contract documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Advertisement. The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

ARDOT Standard Specifications. The Standard Specifications for HIGHWAY CONSTRUCTION, Arkansas Department of Transportation, Edition of 2014 or latest version, unless version date indicated otherwise.

Agreement. The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein. The terms Agreement and Contract are used interchangeably.

Award. The acceptance by the City of a proposal.

Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The terms Bid and Proposal are used interchangeably.

Bid Bond. The security furnished with a bid to guarantee that the bidder will enter into the Contract if the bid is accepted.

Bidder. An individual, partnership, corporation or joint venture submitting a bid for the advertised work. (The terms "Bidder" and "Contractor" are frequently used synonymously.)

Bid Proposal Form. The approved form on which the Owner requires bids to be prepared and submitted for the work.

Business Day. Any calendar day except Saturdays, Sundays, and City recognized holidays. If a holiday falls on Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday.

Calendar Day. Any day shown on the calendar, beginning and ending at midnight. If a day is not identified by any other modifier, it shall be considered a calendar day.

Change Order. A written order issued by the Owner to the Contractor, covering changes in the plans or quantities or both, within the scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

City. The City of Fayetteville, Arkansas, including authorized representatives.

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City Engineer. An Engineer employed by the City responsible for construction administration and inspection of projects for which the City is the Owner.

Construction Field Change. A written order issued by the Owner covering minor changes in the work, but which does not involve a change in the Contract Price or the Contract Time.

Construction Observer. The Engineer's or City's designated personnel appointed to observe the Work. Multiple construction observers may be designated.

Contract. The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. (The Contract includes the contract form; the contract schedule of prices; the payment and performance bonds; specifications, supplemental specification, and special provisions; general and detailed plans; and any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.)

Contract Documents. The Contract Documents includes the executed Agreement; Addenda (which pertain to the Contract Documents); Advertisement for Bids; Information for Bidders, Contractor's Bid (including documentation accompanying the Bid and any Post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement; List of proposed Subcontractors; the Bonds; the Specifications; Special Provisions, Supplementary Conditions, Certificates of Insurance; the Plans (Drawings) as the same are more specifically identified in the Agreement; together with all written modifications, Change Orders and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics and the like that may be furnished by Owner to Contractor are not Contract Documents.

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Contract Item (Pay Item). A specifically described unit of work for which a price is provided in the Contract.

Contract Time. The number of working days allowed for completion of the Contract. If a fixed date of completion is shown in the proposal, the Contract shall be completed by that calendar date.

Contractor. The individual, partnership, corporation, or any combination thereof, or joint venture contraction with the City for the prescribed work. (The terms "Contractor" and "Bidder" are frequently used synonymously.)

Culvert. Any structure not classified as a bridge that provides an opening under the roadway.

Defective. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not

meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

Effective Date of Agreement. The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer. The Engineer of record, acting directly or through duly authorized representatives, whose engineering seal appears on the plans and specifications.

Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and tools and apparatus necessary for the proper construction and acceptable completion of the work.

Extra Work. An item of work not provided for in the Contract as awarded but found essential to the satisfactory completion of the Contract within its intended scope.

Extra Work Order. A change order concerning the performance of work or furnishing of materials involving extra work. (Such extra work may be performed at agreed prices or on a force account basis as provided elsewhere in these specifications.)

Holidays. The City observes the following legal holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following day, Christmas Eve, December 24; and Christmas Day, December 25. If a holiday falls on Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday.

Incidental item. Work shown on the plans but for which there is no bid item included. This work shall not be paid for separately; rather the cost of the work is considered to be included in the contract amount bid for the project.

Laboratory. The Quality Control Testing Laboratory of the City or any other testing laboratory that may be designated by the City.

Materials. Any substances specified for use in the construction of the project and its appurtenances.

Milestone. A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work for which liquidated damages may or may not apply.

Notice of Award. The written notice by Owner to the apparent successful Bidder stating that upon timely compliance by the apparent successful Bidder with the conditions listed therein, Owner will sign and deliver the Agreement.

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Notice to Contractors. The advertisement for proposals for all work or materials on which bids are required indicating with reasonable accuracy the quantity and location of the work to be done, or the character and quantity of the materials to be furnished; and the time and place of the opening of proposals.

Notice to Proceed. A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents. Notice to Proceed is also referred to as Work Order.

Observer. See Construction Observer.

Owner. The City of Fayetteville, Arkansas, and/or the duly authorized agent of the City of Fayetteville, Arkansas, with whom Contractor has entered in the Agreement and for whom the Work is to be performed.

Pavement Structure. The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

Payment Bond. The approved form of security, executed by the Contractor and his/her Surety or Sureties, guaranteeing the payment of all legal debts of the Contractor pertaining to the construction of the project.

Performance Bond. The approved form of security, executed by the Contractor and his/her Surety or Sureties, guaranteeing complete performance of the Contract and all supplemental agreements thereto.

Plans. The approved plans, profiles, typical cross-sections, working drawing, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done. (The Title Sheet of the plans is provided for general information only and is not to be taken as an all-inclusive description of the work. Other work and/or locations may be included in the Project as described by the plans, specifications, supplemental specifications, and special provisions.) The term Drawings and Plans are used interchangeably.

Profile Grade. Unless otherwise shown on the plans, the trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. (Profile grade means either the elevation or gradient of such trace according to the context.)

Project. The specific section of the highway together with all appurtenances and construction to be performed thereon under the Contract.

Proposal. The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the unit prices quoted.

Proposal Form. The approved form on which the City requires bids to be prepared and submitted for the work.

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Proposal Guaranty. The security furnished with a bid to guarantee that the bidder will enter into the Contract if the bid is accepted.

Prospective Bidder. An individual, partnership, corporation, or joint venture who has requested and been issued a proposal form from the City.

Qualified Products List. A list of products that are approved for use in Highway Contracts with the Arkansas Department of Transportation. The QPL is maintained by ARDOT.

Registered Professional Engineer. An Engineer registered in the State of Arkansas by the Arkansas State Board of Registration for Professional Engineers and Land Surveyors. All details, drawings, calculations, and reports submitted by the registrant as required by these specifications shall be certified, signed, and stamped with the seal or facsimile thereof as authorized by the Board.

Registered Professional Land Surveyor. A Land Surveyor registered in the State of Arkansas by the Arkansas State Board of Registration for Professional Engineers and Land Surveyors. All details, drawings, calculations, and reports submitted by the registrant as required by these specifications shall be certified, signed, and stamped with the seal or facsimile thereof as authorized by the Board.

Registered Scale Mechanic. A person registered with the Arkansas Bureau of Standards, Division of Weights and Measures, as being qualified by training and experience to make adjustments and repairs to commercial scales and performs such work as a skilled trade.

Right-of-Way. A general term denoting land, property, or interest therein, acquired for or devoted to highway purposes.

Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Roadbed. The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Roadside. A general term denoting the area adjoining the outer edge of the roadway. (Extensive areas between the roadways of a divided highway may also be considered roadside.)

Roadway. The portion of a highway within limits of construction, or as defined in other sections.

Shop Drawings. All drawings, diagrams, illustration, schedules and other data which are specifically prepared by Contractor, Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work.

Shoulder. The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles for emergency use, and for lateral support of base and surface courses.

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Sidewalk. That portion of the roadway constructed primarily for the use of pedestrians.

Sieve. U.S.A. Standard Series, as defined in AASHTO M 92. Percent passing or retained is by weight.

Special Provisions. Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.

Specifications. A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

Standard Specifications. This printed book of Standard Specifications for Street and Drainage Construction. Unless otherwise noted, the Edition in effect on the date of advertisement.

Station. A station when used as a definition or term of measurement will be 100 linear feet measured horizontally.

Street. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Structures. Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other features that may be encountered in the work and not otherwise classed herein.

Subcontractor. An individual, firm, or corporation to whom the Contractor sublets part of the work.

Subgrade. The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

Substantial Completion. A condition upon which the work has progressed to the point that it can be utilized for the purposes intended; as evidenced by a Certificate issued by the Engineer under the authority of the City. If no such certificate is issued, Substantial Completion shall be when the work is complete and ready for final payment.

Substantial Completion Date. The time at which the Work has progressed to the point where, in the opinion of the Owner, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can to utilized for the purposes for which it was intended without further disruption to the public or occupants of the facility.

Substructure. All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

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Superintendent. The Contractor's authorized representative in responsible charge of the work, present at the work site at all times during the progress to supervise and direct construction, to receive and fulfill instructions from the Owner's representative, and to accept orders for changed and extra work.

Superstructure. The entire structure except the substructure.

Supplemental Agreement. A written negotiated agreement constituting a modification of the originally executed Contract and covering the performance of work beyond its general scope. (The items of work contained therein will be included in an approved Change Order.)

Supplemental Specifications. Revisions to the Standard Specifications that are adopted subsequent to issuance of the printed book of Standard Specifications.

Surety. The company, other than the Contractor, executing a bond furnished by the Contractor.

Titles (Or Headings). The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Ton. 2000 pounds.

Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unit Price Work. Work to be paid for on the basis of unit prices.

Work. The furnishing of all materials, labor, equipment, tools, and incidentals necessary or convenient to the successful completion of the project and the carrying out of the duties and obligations imposed by the Contract.

Working Day. A calendar day during which normal construction operations could proceed; normally excludes Saturdays, Sundays, and City recognized holidays.

Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, or any other supplementary plans or similar data that the Contractor is required to submit to the Engineer for informational and record purposes or for approval.

Work Order. Written notice from the Engineer directing the Contractor to begin prosecution of the work.

101.02 Specification Language. To avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable,

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accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer/City Engineer" or "to the Engineer/City Engineer".

Section 102. ARDOT Standard Specifications by Reference (Current Edition)

102.01 ARDOT Standard Specifications. The standard specifications of the Arkansas Department of Transportation (ARDOT) are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications" or "ARDOT Specifications". The latest edition, as well as all Supplemental Specifications, shall apply. A copy of these Standard Specifications can be obtained from the Arkansas Department of Transportation, Little Rock, Arkansas, at their customary charge.

102.02 Purpose. The Standard Specifications, including Supplemental Specifications, shall be used for description, quality control and acceptance testing, material specifications, construction methods, method of measurement, and basis of payment unless otherwise stated in these City of Fayetteville Standard Specifications for Street and Dramage Construction.

102.03 Modifications. Reference in the ARDOT Standard Specifications to the "Department" are herein changed to the "Owner".

Section 103. Insurance and Bonding

103.01 Requirements of Bonds and Insurance.

(a) Bonds. At the time of execution of the Contract, the successful Bidder shall furnish performance and payment bonds, each in the amount at least equal to the Contract Price, as security for the faithful performance and payment of all Contractors obligations under the contract documents.

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(b) Liability Insurance. The Contractor shall procure and maintain its own General Public Liability Insurance in accordance with Subsection 105.02.

103.02 Method of Measurement. Insurance and Bonding will be measured as a complete unit.

103.03 Basis of Payment. Insurance and Bonds completed and accepted as provided above will be paid for at the contract lump sum price bid for Insurance and Bonding, which price shall be full compensation for furnishing all necessary insurance and bonds required by the contract documents.

Payment will be made under:

Pay Item	Pay Unit
Insurance and Bonding	LS

Section 104. Scope of Work

104.01 Intent of Contract. The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the Contract.

104.02 Alteration of Plans or Character of Work.

(a) General. The City shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

If changes in the work require an adjustment in unit prices already established, or if additional work for which unit prices have not already been established by the contract is necessary, the contract price shall be adjusted according to the General Conditions of the Contract and this Section. If additional work is performed before an adjustment is made in the contract, the additional work will be paid for at unit prices already established for similar work, if such additional work is deemed necessary by the Engineer/City Engineer. If the Contractor performs additional work without authorization from the City and without an agreed Contract adjustment for such work, no payment for such additional work will be made.

(b) Significant Changes in the Character of Work. The City reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer/City Engineer may determine to be fair and equitable. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

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The term "significant change" shall be construed to apply only to the following circumstances:

1) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
2) When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any adjustment due to an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item of work is defined as any bid item for which the original contract value is more than 10 percent of the total original contract value.

104.03 If and Where Directed Items. The plans and the proposal may specify one or more items to be incorporated into the project "if and where directed" by the Engineer/City Engineer. The Engineer/City Engineer shall have discretion in determining whether and to what extent such items will be incorporated into the project. The Engineer/City Engineer may order incorporation of such items at any location within the project and at any time during the work. These items may or may not be located on the plans. The estimated quantities set out in the proposal for such items are presented solely for the purpose of obtaining a representative bid price. The actual quantities employed may be only a fraction of, or many times the estimated quantities. The Contractor shall make no claim for additional compensation because of any increase, decrease, or elimination of such items.

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Section 105. Control of Work

105.01 Authority and Direction.

(a) Direction and Control by the Contractor.

(1) General. The detailed manner and method of performing the work shall be under the direction and control of, and by, the Contractor, but all work performed shall at all times be subject to the observation of the Engineer/City Engineer or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer and Owner are not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto.

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer/City Engineer and the Contractor will be liable for any deviation except on such written order. Observers

shall have authority, subject to the final decision of the Engineer/City Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

The observer shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the observer may give the Contractor shall in no way be construed as binding to the Engineer/City Engineer or Owner in any way or releasing the Contractor from fulfilling all of the terms of the Contract.

Any defective work may be rejected by the Engineer/City Engineer at any time before final acceptance of the work, even though the same may have been previously overlooked and estimated for payment and payment therefore made by the Owner.

(2) Accident Prevention. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

The Contractor shall indemnify and save harmless the Owner, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

(b) Authority of the Engineer. As the direct representative of the Owner, the Engineer has immediate charge of the engineering details of each construction project; is responsible for the general administration of the Project; and has the authority to reject unacceptable material or work and to suspend any work that is being improperly performed.

The Owner, with input from the Engineer, will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

The Engineer, with concurrence by Owner, will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workers or the

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general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods as deemed necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any other condition or reason deemed to be in the public interest.

Any unresolved disputes arising under the Contract shall be submitted by the Contractor in writing to the Engineer. Disputes claiming additional compensation shall contain the information set forth in Subsection 109.10 "Claims for Adjustment and Disputes." The Engineer shall render a written decision within 60 calendar days of receipt of the Contractor's letter and information. Should a dispute not be resolved by the written decision of the Engineer, subsequent appeal by the Contractor shall be submitted in writing within 60 calendar days of the decision of the Engineer, and shall be addressed directly to the Owner.

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105.02 Plans and Submittals.

(a) Plans. Plans will show lines, grades, details of all structures, typical cross sections, and a summary of items appearing on the proposal. Work may be provided for on the Plans that is not located within the limits of the project as shown on the plan sheets. Work of this nature may include but is not limited to removal of existing items, obliteration, grading, base and surfacing, transitions, etc., and is considered a part of the project. The Plans will be supplemented by such working drawings or sketches issued by the Engineer as are necessary to adequately control the Work.

(b) Submittals. Shop drawings, mix designs, vendor data, testing reports, certifications, calculations and working drawings for structures shall be furnished by the Contractor as required herewith. They shall consist of such data and detailed plans as may be required to adequately control the work and are not included on the plans furnished by the Owner. They shall include stress sheets, shop drawings, erection plans, falsework plans, cofferdam plans, or any other supplementary plans or similar data required of the Contractor.

Where calculations, plans or design are a requirement of any submittal, such shall be prepared and sealed by a Professional Engineer competent in the applicable field of practice and Licensed in the State of Arkansas.

All submittals shall be submitted to the Engineer for informational and record purposes or for approval as specified for the item of work involved. Contractor shall, in writing, call Engineer's attention to any deviation that the Submittal may have from the requirements of the Contract Documents. The Contractor should anticipate a review period of 15 - 30 calendar days from receipt by the Engineer of submittals. The review of submittals by the Engineer will be limited to checking for general agreement with the plans and specifications, and shall in no way relieve the Contractor of responsibility for errors and omissions contained therein, nor shall such review or approval operate to waive or modify any provisions contained in the Specifications or Drawings. It is mutually agreed that the Contractor shall be responsible for agreement of dimensions and details as well as conformity of its submittal with the Contract plans and specifications.

(1) Where a Shop Drawing or sample is required by the Specifications, no related work shall commence until the submittal has been reviewed and approved by Engineer.

Any Shop Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

The review of Shop Drawings by the Engineer shall be considered an accommodation to the Contractor to assist him in the execution of the Contract. The Engineer's review of such Drawings shall not relieve the Contractor of his responsibility to perform the work in strict accordance with the Plans and Specifications, and approved changes.

If the Shop Drawing is in accordance with the Contract or involves only a minor adjustment in the interest of the Owner not involving a change in Contract price or time, the Engineer shall so stamp the Drawing and shall contain in substance the following:

> "Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner."

(2) The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

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Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable, at the Contractor's expense.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

The contract price will include the cost of furnishing all required working drawings, record drawings and other submittals.

105.03 Conformity with Plans and Specifications. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Unless otherwise specified, in the event the materials or the finished product in which the materials are used is not within reasonably close conformity with the plans and specifications but reasonably acceptable work has been produced, the Engineer/City Engineer shall determine if the work shall be accepted and remain in place. If the work is accepted, the Engineer/City Engineer will document the basis of acceptance by Contract modification that will provide for an appropriate adjustment in the contract cost for such work or materials.

In the event the materials or the finished product in which the materials are used or the work performed is found not to be in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected at no cost to the City.

105.04 Coordination of Plans, Specifications, and Special Conditions. These Specifications including General Provisions and Technical Specifications, the Plans, Supplementary Conditions, Special Provisions and all other supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

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The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

In addition, the Specifications include references to the Arkansas Department of Transportation's Standard Specifications for Highway Construction Edition of 1996, 2003, and 2014 (ARDOT Standard Specifications). The portions of the ARDOT Standard Specifications, which are referenced in these specifications, are hereby incorporated by reference.

All work shall conform to applicable sections of the City of Fayetteville Code of Ordinances and to the City of Fayetteville Minimum Street Standards. In case of discrepancy, the most stringent requirements will apply. The City of Fayetteville Code of Ordinances and Minimum Street Standards are hereby incorporated by reference.

The Contractor shall not take advantage of any apparent error or omission on the plans or in the Contract Documents. The party discovering such error or omission shall notify the other party when the discovery is made. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

105.05 Cooperation by Contractor. The Contractor will be supplied with a minimum of two sets of approved plans and Contracts, one set of which shall be kept available on the project at all times.

The Contractor shall give the work the attention necessary to facilitate the progress thereof and shall cooperate fully with the Engineer/City Engineer, inspectors, and other Contractors.

The Contractor shall have on the project at all times an agent who is a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall be satisfactory to the Owner and the Engineer, on the project at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract. During working hours, the Contractor's superintendent shall be equipped with a mobile phone or other communication device suitable to the Engineer for contact by the Engineer or Owner. The superintendent shall receive instructions from the Engineer/City Engineer and shall have full authority to execute orders or directions of the Engineer/City Engineer without delay and to promptly supply such materials, labor, equipment, tools, and incidentals as may be required. Such superintendent shall be furnished regardless of the amount of work sublet.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

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105.06 Coordination and Cooperation Between Contractors. The Owner reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract.

When separate contracts are let adjacent to or within the limits of any one project, the work of each Contractor shall be conducted so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other.

It is understood and agreed that the Contractor considered in the bid the status of the existing Contract or Contracts at the time of bidding and will arrange to coordinate and schedule the work jointly with the other affected Contractors in order to complete the work within the time allowed in the Contract.

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

Contractors involved shall assume all liability, financial or otherwise, in connection with their own Contracts and shall protect and save harmless the City of Fayetteville from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

Contractors shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project, and shall join their work with that of the others in an acceptable manner, and shall perform it in proper sequence with that of the others.

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105.07 Cooperation with Utilities. The Plans indicate various utility items, some of which are to be relocated or adjusted by the utility owner, and others that are to be relocated or adjusted by the Contractor. The City will notify all known utility companies, all known pipeline owners, or other known parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made before construction begins.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction that are to be relocated or adjusted are to be moved by the owners of such facilities except as otherwise provided for in the Contract or as noted on the plans.

The Contractor shall consider in the bid all of the permanent and temporary utility facilities and appurtenances in their present, relocated, or proposed positions. No additional monetary compensation will be allowed for any delays, inconveniences, or damages sustained due to any interference from the utilities or appurtenances or from the operations of relocating them.
It is the Contractor's responsibility to have all utility lines located before construction begins. Any costs incurred due to damaged utility lines shall be borne by the Contractor with no exceptions.

All work in this contract shall be in accordance with the Arkansas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

105.08 Inspection and Observation of Work. All materials and each part or detail of the Work shall be subject to inspection by the Owner. All materials and each part or detail of the Work shall be subject to observation by the Engineer. The Engineer and Owner and their designated representatives shall be provided acceptable access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is necessary to for the Engineer's observation and/or the Owner's observation and inspection. Neither observations by Engineer/City Engineer nor inspection, tests or approvals by others shall relieve Contractor from his obligation to perform the work in accordance with the Contract Documents.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If the facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the Engineer.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.

All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

When requested by the Engineer/City Engineer at any time before acceptance of the Work, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications.

Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work.

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Should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

Any work performed or materials used without inspection by the Engineer/City Engineer may be ordered exposed, and/or removed and replaced, at no cost to the Owner unless the Engineer/City Engineer or inspector failed to inspect after having been given reasonable notice that the work was to be performed.

When any unit of government, political subdivision, railroad corporation, or other agency is to pay a portion of the cost of the Work covered by the Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government, political subdivision, railroad corporation, or other agency a party to the Contract, and shall in no way interfere with the rights of either party thereunder.

105.09 Removal of Unacceptable or Unauthorized Work. All work that does not comply with the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, damage through carelessness, negligence, or any other cause, found to exist before the final acceptance of the Work, or during the warranty period specified in Subsection 109.18 "Warranty and Guarantee", shall be removed and replaced in an acceptable manner at no cost to the Owner. Work performed contrary to any instructions of the Engineer/City Engineer; work performed beyond the lines shown on the plans or as established, except as herein specified; or any extra work performed without authority will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so performed may be ordered removed or replaced at no cost to the Owner.

Should the Contractor fail to comply with any order of the Engineer/City Engineer, the Engineer/City Engineer will have the authority to cause unauthorized work to be removed and unacceptable work to be corrected or removed and replaced and to deduct the costs from any moneys due or to become due the Contractor.

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105.10 Authorized Changes. All changes to the Plans performed in the field shall be reviewed, approved and authorized by the Owner prior to proceeding with the work. Any changes to the Plans without authorization may result in removal of such item at the Contractor's expense and/or nonpayment for the work, at the discretion of the Owner.

Verbal authorized changes to the Plans in the field will not be considered for additional quantities or compensation, unless they are followed by written documentation within 24 hours. Any authorized changes to the Plans which are approved by the Owner for additional compensation shall be in written form indicating all items of work involved and the cost for each item, and will be submitted to the Owner prior to proceeding with the work involved.

105.11 Substitution of Materials and Equipment. If the Contractor desires to use a material, method or type of equipment other than those specified in the Contract, authority from the Engineer/City Engineer to do so must be requested. The request shall be in writing and shall

include a full description of the materials, methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change.

Prior to proposing any substitute material, method or type of equipment, the Contractor shall satisfy itself that the material, method or type of equipment proposed is, in fact, equal to that specified, that such material or type of equipment will fit into the space allocated, that such material or type of equipment affords comparable ease of operations, maintenance and service, that the appearance, longevity and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution material, method or type of equipment will be in Owner's interest.

The burden of proof of equality of a proposed substitution for a specified material, method or type of equipment shall be upon the Contractor. Contractor shall support its request in writing with sufficient test data and other means to permit the Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material or type of equipment by a manufacturer other than those specified or brand name or model number or of generic species other than those specified will be considered a substitution. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Approval of a substitution shall not relieve the Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in the parts of the Work caused by any substitutions.

Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

No change will be made in basis of payment for the construction items involved nor in contract time as a result of an authorized change in methods or equipment under these provisions.

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105.12 Construction Layout. The Engineer/City Engineer will establish a limited number of control points and associated benchmarks for the contractor's use in establishing lines, grades, profiles, structures, and other associated items of work. In general, the control points will be located approximately 500 feet apart along the project. All other construction staking will be the responsibility of the Contractor. The Contractor shall provide a sufficient workforce skilled in construction layout to establish all lines, slopes, profiles, and structure locations necessary to construct the project according to the plans.

When Section 111, "Roadway Construction Control" is included in the proposal then the Contractor shall comply with the requirements and provisions of such.

105.13 Maintenance During Construction. The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that the roadway or structures are kept in satisfactory condition at all times.

The Contractor shall be responsible for the maintenance of existing drainage ditches and channels within the right-of-way limits, including construction easements if any, from the date all work is begun on the project to the date of its final acceptance. This is not a requirement that the Contractor improve existing drainage ditches and channels, except as shown on the plans or directed by the Engineer/City Engineer. The Contractor shall maintain waterways in such condition that damage to the work or to abutting property will not result from the Contractor's operations. Obstruction of natural flow in waterways by stockpiling or storing materials, or by placement of equipment or supplies without provision for adequate bypassing of such natural flow, will not be permitted. Collections of sediment or debris that prohibits or inhibits normal function of drainage facilities shall be removed promptly.

All costs of maintenance work during construction and before the project is accepted will not be paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items in the Contract.

If the Contractor, at any time, fails to comply with the provisions of this subsection, the City will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the City may immediately proceed to maintain the project and the entire cost of this maintenance will be deducted from moneys due or to become due the Contractor on the Contract.

All roadway cuts shall be temporarily or permanently repaired in accordance with Section 405, "Asphalt Concrete Patching for Maintenance of Traffic" within 24 hours of the completion of trench backfill for the work, or segment of work, which required the excavation and/or cut.

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Section 106. Control of Material

106.01 Quality Requirements. The materials used in the work shall meet all quality requirements of the Contract. Quality control, to ensure that materials and workmanship, prior to and after, being incorporated into the work meets the requirements of the Contract, is the sole responsibility of the Contractor. Testing required for Contractor's quality control, certificates of compliance, mix designs and manufacturing of materials, and as needed for Contractor's operations shall be provided by the Contractor and the costs therefore will not be paid separately but full compensation will be considered included in the contract unit prices bid for associated items.

All Quality Assurance testing, to ensure that the materials and workmanship as a final product meets the requirements of the Contract, will be accomplished and paid for by the Owner. The costs for any retesting required in areas failing to meet the specified requirements shall be paid for by the Contractor.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications, on the plans or in the Special Conditions. The materials shall be manufactured, handled, and used in a workmanlike manner to ensure completed work in accordance with the plans and specifications.

106.02 Sources of Supply. To expedite the inspection and testing of materials, the Contractor shall notify the Engineer/City Engineer of proposed sources of materials before delivery. The Contractor shall furnish without charge such samples as may be required. Inspection and tests may be performed by the Engineer or Owner's designated testing firm, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as a guarantee of acceptance of such materials nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made.

The Contractor shall assume full responsibility for ordering materials of the quality and quantity required and for the delivered costs of such materials. Materials needed in the work shall be furnished by the Contractor unless otherwise stated in the Contract.

106.03 Samples, Tests, and Cited Specifications. All materials will be inspected and tested by the supplier or Contractor as required by these specifications before incorporation in the Work. Work in which untested materials are used without the approval or written permission of the Engineer/City Engineer shall be treated as provided in Subsection 105.09 "Removal of Unacceptable or Unauthorized Work."

Whenever a reference is made in the specifications to a Federal Specification, or to a specification or test designation of the American Association of State Highway and Transportation Officials, the American Society for Testing and Materials, American Water Works Association, or any other recognized national organization, it shall mean the year of adoption or latest revision of the specification or test designation in effect on the day the advertisement for bids is dated. When a specific reference is made to a dated specification or test designation, the revision in effect on that date shall apply.

When requested, the Contractor shall furnish a complete certified statement of the origin, composition, and/or manufacture of materials that are to be used in the Work.

106.04 Certification of Compliance. The Engineer/City Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificates of Compliance stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the Project must be accompanied by a Certificate of Compliance and clearly identified.

Materials or assemblies used on the basis of Certificates of Compliance may be sampled and tested and if found not in conformity with Contract requirement will be subject to rejection whether in place or not.

The form and distribution of Certificates of Compliance shall be as approved by the Engineer/City Engineer.

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106.05 Plant Inspection. The Engineer/City Engineer may undertake the observation of materials at the source. In the event plant observation is undertaken the following conditions shall be met:

1) The Engineer/City Engineer shall have the cooperation and assistance of the Contractor and of the producers of materials for the Work.
2) The Engineer/City Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

Adequate safety measures shall be provided and maintained.

It is understood that the Engineer/City Engineer reserves the right to retest all materials prior to incorporation into the Work which have been tested and accepted at the source of supply after the sample have been delivered and to reject all materials which, when retested, do not meet the requirements of these specifications or contract documents.

106.06 Storage of Materials. Materials shall be so stored as to assure the preservation of their quality and fitness for the work and in accordance with requirements of the Specifications; or if not covered in the Specifications, in accordance with the manufacturer's recommendations. Stored materials, even though approved before storage, may again be inspected before their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Portions of the right-of-way not required for public travel may be used for storage purposes and for the placing of the Contractor's plant and equipment, if approved by the Engineer, but any additional space required therefore must be provided by the Contractor, and at no cost to the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer, copies of such written permission shall be furnished. All storage sites shall be restored to their original condition by Contractor at his expense. Construction materials may not be stored in the roadway for more than five (5) days after unloading.

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106.07 Handling Materials. All materials shall be handled in such manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the Work in tightly covered vehicles so constructed as to prevent loss or segregation of materials after loading and measuring so that there may be no inconsistencies in the quantities of materials intended for incorporation in the Work as loaded and the quantities as actually received at the place of operations.

106.08 Unacceptable Material. All materials not conforming to the requirements of the specifications at the time they are used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer/City Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

106.09 Owner-Furnished Material. The Contractor shall furnish all materials required to complete the Work, except those specified to be furnished by the Owner. Material furnished by

the Owner will be delivered or made available to the Contractor at the points specified in the Special Provisions.

The cost of handling and placing all materials after they are delivered to the Contractor will not be paid for separately, but full compensation therefore will be considered included in the contract unit price(s) bid for the item(s) with which they are used.

The Contractor will be held responsible for all material delivered by the Owner through this arrangement. Deductions will be made from any moneys due the Contractor to make good any shortages and deficiencies, from any cause whatsoever; for any damage that may occur after such delivery; and for any demurrage charges.

106.10 Salvaged Materials. All salvaged materials in reusable condition, including pavement millings, water and drainage pipe, valves, fittings and other items, remain the property of the City of Fayetteville. Contractor shall deliver items to location directed by Engineer/City Engineer or designated in specifications. Items not considered of value shall be disposed of by the Contractor at his expense.

106.11 Automatically Controlled Equipment. Whenever a breakdown or malfunction of the automatic controls occurs on scales, scale printers, batch plants, or mixing plants, the equipment may be operated manually or by other methods for a period not to exceed two working days, provided that such alternate methods of operation produce results otherwise meeting the Specifications.

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Section 107. Quality Control Requirements

107.01 Description. This section shall set forth the requirements for Quality Control, including material testing and submittal requirements.

107.02 Submittal Requirements. Submittals shall comply with subsection 105.02, "Plans and Submittals" and the following:

All submittals required by the contract shall be submitted and approved before associated work is begun. Sufficient copies shall be submitted for the Engineer to retain two copies, the City to receive two copies and the Contractor to receive a minimum of one approved copy.

The following submittals are required:

1) Project Schedule
2) Concrete Mix Design(s)
3) Asphalt Mix Design(s)
4) Concrete Pipe Certifications
5) Precast Box Culvert Shop Drawings and Hydraulic Design
6) Listings of Project Personnel and Contact Phone Numbers
7) Traffic Control Plan
8) Striping Material
9) Reinforcing Steel Fabrication Drawings

10) Signal Equipment
11) Other Submittals as requested by the Engineer/City Engineer

The Engineer/City Engineer will review all submittals promptly and notify the contractor of their approval or denial. The contractor shall have approved submittals before beginning any associated work. Any work accomplished before approved submittals are received is subject to rejection and removal from the job at the contractor's expense.

107.03 Material Submittals. As a minimum, the following material submittals will be required:

1) Samples of on-site soils, if these soils are to be used as fill in the roadway. The Engineer/City Engineer will determine the number of samples to be taken.
2) Samples of soils to be used as borrow material.
3) Samples of material to be used as aggregate base under the roadway. One sample will be required initially. Additional samples will be taken during placement of aggregate base if deemed necessary by the Engineer/City Engineer.
4) Samples of material to be used as topsoil. Alternatively, the Engineer/City Engineer will inspect the site from which the topsoil is to be taken to determine its acceptability. All material samples shall be taken in the presence of a representative from the Quality Assurance (QA)/Quality Control (QC) Laboratory. Other submittals may be required as determined by the Engineer/City Engineer.

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107.04 Testing, Observation and Inspection Requirements

(a) Field Observations and Inspections. The Construction Observer will be on-site during all work which is to be paid for under the contract. The contractor shall provide one person as its on-site representative to receive instructions from the Engineer/City Engineer. This person shall be qualified and experienced in job superintendence.

The Contractor's representative shall be on-site during all work that is to be paid for under the contract. If the Contractor's representative is not on-site, the Engineer/City Engineer may order all work be stopped until such time as the contractor's superintendent returns to the job site.

The Contractor shall provide at least 24 hours of advance notice for any concrete placement.

Unless otherwise specified, the City will provide, at its expense, an independent quality assurance/quality control (QA/QC) laboratory to accomplish quality assurance testing. All testing will be scheduled with the QA/QC lab and the Contractor by the City or Engineer. The Contractor shall provide or make available samples of all material as required by these specifications as well as any other materials deemed necessary by the Engineer/City Engineer.

(b) Testing Requirements. The Contractor shall inform the Construction Observer at least 24 hours in advance of any required testing. The following is the minimum sampling and testing frequency required:

1) **Cross Drain Backfill:** minimum of one density test per layer of material placed per pipe or box culvert location.
2) **Storm drain/utility pipe backfill:** minimum of one density test per 500 lineal feet of pipe or portion thereof when the pipe is located in the street or under the curb and gutter.
3) **Embankment:** minimum of one density test per layer per 500 lineal feet of roadway or portion thereof.
4) **Subgrade:** minimum of one density test per 500 feet of roadway with a minimum of three density tests per project, and one sieve analysis and plasticity index test per project per material type for subgrade soil classification.
5) **Imported Embankment and Subgrade Materials.**
   (1) One moisture/density relationship test (AASHTO T-99 with Note 7, or AASHTO T-180 with Note 8) shall be taken at the beginning of the project, and one additional moisture/density relationship test shall be taken for every 5000 cubic yards of imported material. ASTM testing methods for moisture/density relationships may not be used for embankment and subgrade materials.
   (2) For every 20 density tests performed in accordance with the testing frequency for subgrade and embankments, a one-point moisture/density test shall be taken per AASHTO T 272.
6) **Aggregate base course:** minimum of one density test and one depth measurement (depth sounding) per 500 lineal feet of roadway, with a minimum of three density tests and three depth measurements per project; minimum of one gradation test per project.
7) **Asphalt Concrete Hot Mix.** Testing shall be as specified in Section 403. Core holes shall be filled with non-shrink grout mix by the Contractor. All holes shall be protected from traffic until the grout has cured.
8) **Concrete for Drainage Structures and Sewer Manholes.** A minimum of one set of three concrete cylinders per day's concrete placement will be required for drop inlets, junction boxes, and manholes. Other placements will be sampled at the rate of 1 set of cylinders per 30 cubic yards of concrete placed. Slump and air entrainment tests will be conducted at the time of cylinder preparation. One cylinder will be broken at seven days and the other two will be broken at 28 days.
9) **Concrete for Curb and Gutter.** A minimum of one set of three concrete cylinders per 500 lineal feet of curb and gutter or portion thereof. One cylinder will be broken at seven days and the other two will be broken at 28 days.
10) **Concrete Pavement.** A minimum of one set of three concrete cylinders per 500 lineal feet of pavement or portion thereof, with a minimum of one set per project. The set shall be broken in seven and 28 days as described above. Also, one core and depth measurement per 500 lineal feet of complete pavement with a minimum of one per project. Core holes shall be filled with non shrink grout mix. All holes shall be protected from traffic until the grout has cured.

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(c) Provisions for Acceptance of Nonspecification Materials. This section provides for corrective actions to be taken when test results indicate nonspecification materials or workmanship have been incorporated into the project. Any penalties, which are assessed, will be deducted from the contract price.

1) **Density** for Embankment, Subgrade, Pipe Backfill, and Crushed Stone Base Course: Recompact until the minimum density is obtained.
2) **Depth of Crushed Stone Base Course:** The depth of the crushed stone base shall be within plus or minus one-half inch (± ½") of the required depth. If the deficient depth is greater than one-half inch (½"), additional material shall be added to reach the required depth. This material shall be incorporated into the existing material by the use of rippers or other equipment extending a minimum of 3 inches into the existing material.
3) **Depth and Density of ACHM Binder and Surface:** Depth and density requirements shall be as specified in Section 403 "Asphalt Concrete Hot Mix" of these specifications.
4) **Surface Tolerance of ACHM Surface:** Surface tolerance of ACHM Surface shall be as specified in Section 403 "Asphalt Concrete Hot Mix" of these specifications.
5) **Concrete Strength:** The average 28-day compressive strength of the two cylinders of a set shall be at least the required strength of the concrete specified. If the average strength is lower, the following penalties will be assessed:

% of Minimum Strength	% Reduction in Contract Price
92-100	10
85-92	25
Below 85%	Remove and Replace

6) **Concrete Pavement Depth:** The concrete pavement depths shall be within plus or minus three-eighths inch (± 3/8") of the required depth plus any additional depth required as a result of a deficient subbase depth. The average of all depth measurements shall not be less than the required depth, and any depth in excess of plus three-eighths inch (± 3/8") will not be used in computing the average depth. If the average depth is less than the required depth, the following penalties shall be assessed:

Deficient Depth	% Reduction in Contract Price
Req. depth to 1/8 inch	1
1/8 inch to 1/4 inch	3
1/4 inch to 3/8 inch	7
3/8 inch to 1/2 inch	15
1/2 inch to 5/8 inch	25
5/8 inch to 3/4 inch	40
More than 3/4 inch	Remove and Replace

7) **Concrete Pavement Surface:** The finished pavement surface shall have a maximum deviation of ¼" when tested with a 10' straight edge parallel to the flow of traffic. Pavement cross slope shall vary by no more than 1/8" in 10' when tested with a straightedge.

Grinding shall be performed, if necessary, to remove any deviations in excess of ¼". The grinding equipment shall be power driven and specifically designed to smooth and texture portland cement concrete by means of diamond blades. Areas that have been ground shall be re-grooved by grooving in accordance with subsection 601.16 for Class 7 surface finish, to provide a uniform texture equal in roughness to the surrounding pavement.

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In addition to these requirements, if any individual test falls below the minimum requirements, the area represented by this test shall be assessed the appropriate penalty under the applicable section above.

107.05 Testing and Material Specification. These Specifications reference AASHTO Standards for testing and material. Unless specifically stated otherwise, the corresponding ASTM Standard will be allowed in lieu of the AASHTO Standard.

Section 108. Legal Relations and Responsibility to the Public

108.01 General. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Further, the Contractor shall at all times observe and comply with all such laws, ordinances, regulations, quarantines, orders, and decrees.

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All work pertaining to Electrical, Plumbing, and/or Building Crafts shall be performed in strict accordance with governing Federal, State, City, and Local Codes and Ordinances, with particular attention to the current editions of the Arkansas State Plumbing Code and the National Electrical Code as adopted by the National Fire Protection Association.

The Contractor shall comply with applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall provide safeguards, safety devices, and protective equipment and take any other action necessary to protect the life and health of employees on the project and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

Unless specified elsewhere in these specifications, the work involved or the delay or cost incident to compliance with these regulations will not be paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items of the Contract.

108.02 Hazardous Substance. If the release of a suspect hazardous substance has occurred, the Contractor shall notify the Engineer/City Engineer. This will not relieve the Contractor or responsible parties of the obligation to notify other appropriate agencies and will not relieve responsible parties of any liability.

Commonly used materials which could be potentially hazardous substances if they are spilled or enter waterbodies are: asphalt materials, concrete, cement, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, and concrete additives. This list is not all inclusive.

Notification should be made if, at any time, there is an indication of a spill. Indicators could be:

1) Leaking or empty containers, surface staining, chemical odors, vegetation damage, etc.
2) Oil, grease or petrochemical substances, which produce residue, coat the banks and/or bottoms of a waterbody, or produce a visible, colored film on the surface.
3) Distinctly visible solids, scum, or foam of a persistent nature, or slime, bottom deposits, or sludge banks in a waterbody.

108.03 Permits, Licenses, and Taxes. Unless specified otherwise in these Specifications, the Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. These costs will not be paid for directly, but will be considered included in the contract unit prices bid for the various items of the Contract.

The Owner will obtain any railroad and Arkansas Department of Transportation permits when required.

The Contractor shall obtain and pay for all permits, design fees and related costs resulting from a request by the Contractor to substitute materials or designs for those shown on the drawings or specified in these specifications.

108.04 Patented Devices, Materials, and Process. Contractors employing any design, device, material, or process covered by letters of patent or copyright shall provide for such use by suitable legal agreement with the patentee or owner. Contractors and their Sureties shall indemnify and save harmless the Owner, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright.

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108.05 Restoration of Surfaces Opened by Permit. The right to construct or reconstruct any utility service in the highway or street, or to grant permits for such work, at any time, is hereby expressly reserved by the City of Fayetteville or the proper authorities of the political entity in whose jurisdiction the work is done and the Contractor shall not be entitled to any damages either for the digging up of the street or for any delay occasioned thereby.

Any individual, firm, or corporation wishing to make an opening in the roadway must secure a permit from the proper authority. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the roadway. When ordered by the Owner, the Contractor shall make in an acceptable manner all necessary surface repairs due to such openings and such necessary work will be paid for as extra work, or as provided in these specifications, and will be subject to the same conditions as original work performed.

108.06 Sanitary Provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the employees as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction. Drinking water shall be provided from an approved source, so piped or

transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

108.07 Public Safety and Convenience. The Contractor's work shall at all times be conducted so as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the street and the protection of persons and property shall be provided for by the Contractor as specified by these Specifications and as directed by the Owner.

All roadway cuts shall be temporarily or permanently repaired in accordance with Section 405, "Asphalt Concrete Patching For Maintenance of Traffic" within 24 hours of the completion of trench backfill for the work, or segment of work, which required the excavation and/or cut.

The Contractor shall be responsible for providing a fence to control livestock and pets in areas where existing fencing is altered under the Contract. The City may elect to include temporary fencing as a pay item under subsection 512, "Fences" of these Specifications. If temporary fencing is not included as a pay item within the proposal, then temporary fencing that is suitable for the required use shall be supplied, shall be a subsidiary item, and no separate payment shall be made for this temporary fencing. Additionally, if temporary fencing is not included as a pay item within the proposal then permanent fence if included within the plans and/or the proposal may be constructed initially, or in lieu of temporary fencing.

The Contractor shall not create a public nuisance while performing the various operations of the work. Excessive noise between the hours of 10 P.M. and 6 A.M., dust from haul roads, County roads, or State roads, and mud tracked onto City, County or State roads or streets by equipment may be considered by the City to be a public nuisance.

The Contractor will be responsible for maintaining U.S. mailboxes within the project limits in such a manner that the public may receive continuous mail service according to U.S. Postal Service regulations. Unless otherwise provided, upon completion of the project, mailboxes will be replaced as near as practicable to their original location.

108.08 Railway Provisions. All work on railroad property shall be accomplished in strict compliance with the plans, these specifications, and such Special Provisions as are appropriate to the Contract. If the work near the railway requires a permit, the Contractor shall be responsible for acquiring this permit and adhering to the permit requirements.

All work to be performed by the Contractor in construction on the railroad right-of-way shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the track of the Railway Company. The Contractor shall use all care and precaution to avoid accidents, damage, or unnecessary delay or interference with the Railway Company's trains or other property.

Plans for all sheeting or cofferdams for foundation work adjacent to operated track, and plans of falsework, staging, protective sheeting, or other temporary construction near the operated track

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shall be approved by the Railway Company. The Contractor shall construct the work according to the approved plans.

108.09 Work Within Regulated Floodways. All work within regulated floodways shall be accomplished within the requirements of all permits issued by the Federal Emergency Management Agency (FEMA), Corps of Engineers (COE), The State of Arkansas, the City, or other applicable agencies, and with Section 110 of the ARDOT Standards "Protection of Water Quality and Wetlands."

(a) Responsibility for FEMA Permit. Within regulatory floodways all permanent and temporary fills/structures must be in accordance with FEMA and local governmental requirements. The Owner obtains all required permits and/or variances for essential work in the regulated floodway before the Contract is awarded. The Owner will apply for Contractor requested variances which it determines are necessary. The Contractor should be aware that requested temporary fills/structures may not be approved or may require mitigation.

(b) Corps of Engineers Section 404 Permit Requirements. Placement of temporary fills/structures within a regulatory floodway may also require alteration of the existing COE 404 Permit.

(c) Compensation and Extension of Contract Time. The Contractor will not be granted additional compensation or contract time due to requested floodway variances that are considered by the Engineer/City Engineer to be for the convenience of the Contractor. If, however, due to no fault of the Contractor, a floodway variance is deemed by the Engineer/City Engineer to be necessary, additional contract time and/or compensation may be considered according to the provisions of Subsection 109.10 "Claims for Adjustment and Disputes."

All permits issued to the Contractor by the U.S. Army Corps of Engineers, or other applicable agencies, for the convenience of the Contractor in accomplishing the Work, shall be complied with in full and the Project will not be accepted until the permittor has accepted the work covered by permit. The Contractor will be responsible for obtaining a release from the permittor before acceptance.

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108.10 Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall comply with all laws and ordinances regarding the use of explosives; further, the Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the City and in accordance with the Occupational Safety and Health Act of 1970, and the Safety and Health Regulations for Construction promulgated thereunder, but not closer than 1,000' from the road or from any building or camping area or place of human occupancy.

The Contractor shall notify the Fire Marshal of any explosive storage sites.

The Contractor shall notify each public utility company having structures in proximity to the site of the work of any intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

108.11 Protection and Restoration of Property and Landscape. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer/City Engineer has witnessed or otherwise referenced their location, and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character:

1) during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work, or;
2) at any time, due to defective work or materials, and said responsibility will not be released until the project has been completed and accepted.

Property shall include but not be limited to street and roadway signs, right-of-way monuments, roadway lighting, traffic signal equipment, and any conduits and wiring. Should it become evident that any item, such as listed above, is in conflict with the proposed work, the Contractor will notify the Engineer/City Engineer so that proper steps can be taken to adjust, remove, or otherwise eliminate the conflict.

Trees located outside of the easements or as indicated on the plans shall be retained and protected. Any roots 2" or larger in diameter are to be clean cut with a hand saw where they conflict with excavation work.

When or where any direct or indirect damage or injury is done to public or private property by or as a result of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, or bear the expense of restoring, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner. Failure to do so within a period of time deemed reasonable by the Owner shall constitute noncompliance, and the City may cause the entire cost of the restoration to be deducted from moneys due or to become due the Contractor on the Contract.

108.12 Load Restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads being maintained for the traveling public. A special permit will not relieve the Contractor of liability for damage that may result from construction equipment operations. The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted.

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When hauling materials over the base or surface courses under construction, the Contractor shall limit the hauling as necessary to prevent damage. No loads will be permitted on bases, pavements, or structures before the expiration of the specified curing period controlling such operations. The Contractor shall be responsible for repair of all damage resulting from construction operations. No separate payment will be made for such repairs.

108.13 Opening Section of Roadway to Traffic. Whenever any roadway, or portion thereof, is in an acceptable condition for travel, it shall be opened to traffic, as may be directed, and such opening shall not be held to be in any way an acceptance of the roadway, or any part of it, or as a waiver of any of the provisions of these specifications and the Contract. Necessary repairs or renewals made on any section of the roadway opened to travel under instructions from the Engineer/City Engineer, due to defective material or work, or to natural causes, other than normal wear and tear, pending completion and acceptance of the roadway, shall be performed at no cost to the Owner.

If the Contractor is dilatory in completing shoulders, drainage structures, or other features of the work, the Engineer may give notification in writing and establish therein a reasonable period of time in which the work should be completed. If the Contractor is dilatory or fails to make a reasonable effort toward completion in this period of time, the Engineer/City Engineer may take action as provided in subsection 105.01 "Authority of the Engineer." On such sections that are so ordered to be opened, the Contractor shall conduct the remaining construction operations so as to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the work by reason of opening such section to traffic.

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108.14 Contractor's Responsibility for Work. Until final acceptance of the project by the City, the Contractor shall have the charge and care thereof and shall take every precaution against injury, theft, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries, thefts, or damages to any portion of the work occasioned by any of the above causes before final acceptance, and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy, or of governmental authorities.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and maintenance of the traveled way, and shall erect any necessary temporary structures, signs, or other facilities. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The protection of the work shall be accomplished at no cost to the City.

In case of errors or negligence on the part of the Contractor, any expenses incurred by the City for engineering, observation, inspection, testing, design, or evaluation relative to correction of the work will be assessed against the Contractor.

108.15 Contractor's Responsibility for Utility Facilities and Services. At points where the Contractor's operations are adjacent to railroad or utility facilities, damage to which may result in loss or inconvenience, work shall not begin until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any utility facilities in their removal and rearrangement operations so that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption of utility services, as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If utility service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the Owner.

108.16 Furnishing Right-of-Way. The City will be responsible for the securing of all necessary rights of way in advance of construction within the limits indicated on the plans. Acquisition of right-of-way by the City does not include areas required by the Contractor for material sources (borrow, gravel, topsoil, sod, etc.), plant sites, equipment storage, stockpiles, disposal of waste or excess material, or any other areas required for the proper prosecution of the work. The Contractor is responsible for obtaining, at no cost to the City, areas outside the right-of-way required for such purposes and shall, at the City's request, furnish copies of agreements with the property owners. The Contractor may, with the approval of the City, use areas within the right-of-way that are outside the construction limits for these purposes. Erosion control, prevention of water pollution, and restoration of all such areas, both inside and outside the right-of-way, shall be performed by the Contractor according to the specifications and at no cost to the City.

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108.17 Personal Liability of Public Officials. In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the City or its authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents or representatives of the City of Fayetteville.

108.18 No Waiver of Legal Rights. Final acceptance according to Subsection 109.15(b) "Final Acceptance" shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the City be precluded from recovering from the Contractor or the Surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill obligations under the Contract. A waiver on the part of the City of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the City for any or all of the following: fraud or such gross mistakes as may amount to fraud, the City's rights under any warranty or guaranty, or any latent defects in the work.

Section 109. Prosecution and Progress

109.01 Subletting of Contract. The Contractor will be permitted to sublet a portion of the Contract, except that work amounting to not less than 40% of the total Contract amount must be performed by the Contractor's organization. If the Bidder intends to sublet any portion of the Work, the Bidder shall furnish a list of subcontractors as a material part of his sealed proposal on the form provided, listing the description of work to be performed by each subcontractor. The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of bids. Upon request, the bidder shall furnish experience statements, with reference to any requested Subcontractor, prior to Notice of Award. If there being no objection in writing by the Owner to the listed subcontractors prior to the award of the Contract, the subcontractors will be deemed acceptable to the Owner. If bidder does not intend to sublet any part of the work, he shall insert the word "NONE" on the form provided. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, of his right, title, or interest therein, without prior written consent of the Owner and of the surety. The Contractor shall not remove and/or substitute the listed subcontractors without prior written consent of the Owner.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds.

The Contractor shall perform with his own organization, unless otherwise authorized by the Special Conditions, work amounting to not less than 40% of the total Contract amount. No subcontractor shall further subcontract any portion of the work without the written consent of the Contractor and acknowledgement of the Owner.

The Owner will not recognize any subcontractor on the Work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the Owner. The Contractor will be held responsible for the progress of the sublet work in accordance with the contract progress required.

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109.02 Prosecution and Progress. Contractor shall be responsible for planning, scheduling and reporting the progress of the work to ensure timely completion of the Contract. For Contracts under $2 million, or where specified in the Special Conditions, the following schedule requirements shall apply: Prior to or at the Preconstruction Conference, the Contractor shall submit two copies of his proposed schedule of operations for acceptance by the Engineer/City Engineer. The proposed Schedule shall be a bar chart or schematic (arrow) diagram showing the work stages and operations for all major activities required by the Contract, including the starting and completion of date of each part, and shall include dates of any proposed road closure, and any significant or required milestone events. Unless approved by the Engineer/City Engineer, activities shown on the Schedule shall not exceed 15 working days in length. The Schedule shall be of sufficient detail to allow day-to-day monitoring of Contractor's progress.

For Contracts over $2 million, the following Critical Path Schedule requirements shall apply: Prior to or at the Preconstruction Conference, the Contractor shall submit a preliminary network analysis system defining the Contractor's planned operations during the first sixty calendar days after the date of the Notice to Proceed. The Contractor's general approach to the remainder of the Project shall be indicated. Within 30 calendar days of the Notice To Proceed, the Contractor shall submit a complete network analysis system, consisting of logic diagrams, computer mathematical analysis, calendar, and narration, to cover the Contractor's anticipated time schedule for the complete Project. As a minimum, the network analysis system shall include the following features:

1) Shall be time-scaled in calendar days with activities plotted on their early start and finish dates. Unless approved by the Engineer/City Engineer, activities shown on the Schedule shall not exceed 30 working days in length.
2) Network diagram shall show the order and interdependence of activities and the proposed sequence in which the work is to be accomplished as planned by the Contractor in coordination with all subcontractors. The sequence and logic shall be clear. The critical path activities shall be prominently distinguished.
3) Network diagram shall show for each activity the preceding and following activity, activity description, the total float, and the duration of the activity.
4) Activities shown shall include, in addition to construction activities, such tasks as submittal review and delivery times for long-lead time items, franchise utility work, subcontractor work, and owner-furnished equipment delivery.

The Contractor shall submit monthly updated Schedules with their pay estimate requests. The Contractor shall indicate on such updated Schedule actual construction progress, extra work added to Contract, and any proposed changes to the operation sequence. If the progress of the Work is significantly behind schedule, the updated Schedule shall also reflect any revised operation sequence, changes in equipment, labor forces, or working shifts, or other pertinent factors by which insufficient progress will be made up to allow the Contract completion within the time set forth in the Contract, including time extensions granted to date.

All submitted schedules and updated schedules shall be reviewed and accepted by the Engineer/City Engineer. If after review, the Engineer/City Engineer determines that the schedule is not acceptable per the requirements listed above, the Contractor shall make adjustments and resubmit the schedule within 30 calendar days. Failure of the Contractor to submit an acceptable Schedule or monthly updated Schedule as required will be grounds for Owner to withhold an additional ten percent on the monthly progress payments, in addition to the normal retention, until Contractor is in compliance. Additional money withheld will be paid, upon compliance, in the next scheduled monthly estimate.

Acceptance of Contractor's schedules by Engineer/City Engineer shall not be construed as relieving Contractor of the obligation to complete the Work within the Contract Time; or as granting, rejecting, or in any other way acting on Contractor's requests for adjustments to the date for completing Contract Work, or claims for additional compensation. Such requests shall be processed in strict compliance with other relevant provisions of the Contract.

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No measurement or direct payment will be made for Contractor costs relating to preparation and submission of schedules, updates and revisions thereto, the cost being considered as included in the prices paid for Contract items.

Contractor shall carry on the work and maintain the progress schedule during all disputes or claims with Engineer/City Engineer. No work shall be delayed or postponed pending resolution of any disputes or claims, except as Contractor and the Owner may otherwise agree in writing.

Float time is not for the exclusive use or benefit of either the Owner or Contractor. Extension of time for performance may be granted, as allowed in subsection 109.08, for delays caused solely by action or inaction by the Owner to the extent that equitable time adjustment for the activity affected exceeds the total float of the project, or where an impact on the contract completion date can be shown.

109.03 Limitations of Operations. The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic and utility services. Due regard shall be given to the location of detours, bypasses, and to the provisions for handling traffic and utility services. No work shall be opened up to the prejudice or detriment of work already started. The Engineer/City Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience. For roadway overlay projects and drainage projects, each individual street or section of drainage must be completed, including all site restoration, within 45 days of the start of work operations within that street or section, unless otherwise authorized by the Engineer/City Engineer.

Except in connection with the safety or protection of persons or the work or property at the site, and except as otherwise indicated in the Contract Documents, all work that requires inspection shall be performed during City of Fayetteville regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday as designated in Subsection 101(e) "Definitions" without Engineer/City Engineer's written consent. Contractor to submit a written request to the Engineer/City Engineer for non-regular working hours 48 hours in advance of the start of such work.

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109.04 Character of Workers, Methods, and Equipment. The Contractor shall at all times provide sufficient materials, equipment, and labor to guarantee the completion of the Project according to the Plans and Specifications within the contract time. The Contractor shall advance the Work so that the available time is appropriately utilized in order to complete the Work within the contract time.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner, or is intemperate, belligerent or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the work by written notice and withhold moneys due until such orders are complied with.

All equipment that is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that are demonstrated to the satisfaction of the Engineer as being capable of accomplishing the Contract work in conformity with the requirements of the Contract.

When the Contract specifies that the construction be performed by using certain methods and/or equipment, such methods and/or equipment shall be used unless others are authorized by the Engineer in accordance with Subsection 105.11 “Substitution of Materials and Equipment.”

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109.05 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 a fixed completion date or 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 Engineer/City Engineer 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 Engineer/City Engineer will resume time charges.

(b) Fixed Completion Date. When the contract time is specified as a fixed date, it will be the date on which all work on the project shall be substantially complete.

(c) 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

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 for to the Engineer/City Engineer within 5 days of the end of the month to be considered. No compensation will be made for monetary damages due to weather delay(s).

(d) Working Day. Only when the contract time is specified in working days, the provisions of Section 109.08(d) shall apply.

Time will be assessed for each day on which, in the judgment of the Engineer/City Engineer and subject to the limitations below, conditions allow the Contractor to effectively utilize 60% of normal forces and equipment to prosecute the work required at that time, for at least 60% of the Contractor's normal working hours, regardless of whether the Contractor actually works.

The Engineer/City Engineer will not assess a working day when conditions exist beyond the control and without the fault of the Contractor that prevent the utilization of forces and equipment as defined above. Also, for the purpose of assessment of working days, inaccessibility to a portion of the work due to utility conflict or utility work, either of which prevents utilization of forces and equipment as defined above, will be considered as an adverse working condition for the time exceeding that specified in the Contract for the utility adjustment. The ability of vendors, suppliers, and subcontractors to provide materials and/or services is considered within the Contractor's control for the purpose of assessment of working days.

Time from December 21 through January 15, inclusive, will not be assessed against the contract time.

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Saturdays and City recognized holidays, other than those designated above, which may be declared by the City for certain special or unusual circumstances, will be optional to the Contractor as working days, and time will not be assessed unless work is performed that requires inspection. If work is performed, contract time assessment will be based upon the same conditions as a normal working day.

Contract time will not be assessed during a full suspension of the work as ordered by the Engineer/City Engineer. During a partial suspension of the work as ordered by the Engineer/City Engineer, the contract time will be assessed in direct proportion to the ratio of the money value of the items not suspended to the total contract amount.

Each pay estimate will state the each working day charged during the preceding period and the total number of working days charged to date. If the Contractor disagrees with the working days charged by the Engineer/City Engineer, then the Contractor shall, within 10 calendar days of signing the pay estimate, give the Engineer/City Engineer written notice of such disagreement and the reasons therefore. If the Contractor does not provide written notice within 10 calendar days of signing the pay estimate, no subsequent request for review will be considered.

109.06 Rights in and Use of Materials Found on the Work. The Contractor, with the approval of the Engineer, may use on the Project such stone, gravel, sand, or other material, determined suitable by the Engineer, as may be found in the planned excavation and will be paid both for the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used. However, the Contractor shall replace with other acceptable material at no cost to the Owner all of that portion of the excavation material so removed and used that was needed for use in the embankments, backfills, approaches, or otherwise. No charge for the material so used will be made against the Contractor. The Contractor shall not excavate or remove any material from within the roadway location that is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the Engineer.

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Planned excavation, for the purposes of this subsection, is defined as all excavation shown on the plans and/or as changed by the Engineer for any purpose other than obtaining additional material lying within the planned typical sections and slopes. Planned excavation also includes any excavation made beyond the ends of the Project for the purpose of blending the new construction into the existing roadway.

Unless otherwise provided, any material from any existing structures designated salvageable that is to remain the property of the owner, may be used temporarily by the Contractor in the erection of the new structure. Such material shall not be cut or otherwise damaged. Material thus used and subsequently cut or damaged by the Contractor's action or inaction shall be replaced in kind with new material of like dimension at no cost to the Owner.

109.07 Final Clean Up. Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall remove from the right-of-way, from any temporary plant sites, and from any temporary equipment and material storage sites, all construction equipment, falsework, discarded material, rubbish, debris, temporary structures, footings, and all

surplus material. The Contractor shall restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work and shall leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the length of the work under contract.

No burning will be permitted on City of Fayetteville property, right-of-way, or easement without permission granted directly from the Mayor's office and in coordination with the Fayetteville Fire Department. It is the Contractor's responsibility to determine prior to bidding whether or not a burn permit will be approved and issued. When perishable material is burned, it shall be under the constant care of a competent watcher. Burning shall be accomplished at such times and in such manner that the surrounding vegetation, adjacent property, or anything designated to remain on the right-of-way will not be jeopardized. Contractor shall cease all burning when meteorological conditions are unsuitable for burning operations. Materials and debris that cannot be burned shall be removed from the right-of-way and disposed of at locations off the project.

Contractor shall have proposed dump sites for waste material approved by the City of Fayetteville prior to disposition of any waste onto these sites.

The materials, labor, equipment, and expense of the final cleaning up of the Project will not be paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items in the Contract.

109.08 Failure to Complete Work on Time. Time is an essential element of the Contract and it is important that the Work be pressed vigorously to completion. The cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the Work is lengthened. The public is subject to detriment and inconvenience when full use cannot be made of the Project.

The Owner shall be entitled to recover from the Contractor all ascertainable damages arising from the delay in completion. Said damages shall include, without limitation, all engineering, inspection, supervision, and legal expenses directly incurred by the Owner because of such delay.

Additionally, Contractor agrees that the Owner and/or public will suffer other damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with the Contract Documents. Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, Contractor agrees to pay the sums stated in the proposal and Contract as liquidated damages and not as penalty for each calendar day or part thereof that the Work remains uncompleted after the contract time has expired.

Should the amount otherwise due the Contractor be less than the amount of such damages provided above, the Contractor and the Surety shall be liable to the Owner for such deficiency.

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Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Section 110. Measurement and Payment

110.01 Measurement of Quantities. Work acceptably completed under the Contract will be measured by the Engineer/City Engineer according to United States Standard measures. Only actual quantities will be paid for unless otherwise specified. Unless otherwise specified, the following listed methods will be used:

1) For computing volumes of excavated materials specified for measurement by the cubic yard, the average end area method will be used.
2) Structures will be measured to the neat lines as shown on the plans or as finally constructed at the direction of the Engineer/City Engineer.
3) Items that are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed.
4) In determining the area for items bid on a square yard or acre basis, except as noted below, the longitudinal measurement will be made along the actual surface of the item and not horizontally, and transverse measurements shall conform to the dimensions shown on the plans or as directed by the Engineer/City Engineer.
5) In determining the area for all seeding and mulch cover items bid on an acre basis, when the area is a strip of varying width running approximately parallel to the centerline of the roadway, the longitudinal dimension will be measured horizontally and the transverse dimension will be measured parallel to the surface of the area seeded and/or mulched. For other areas of seeding and mulch cover items, all measurements will be made parallel to the surface of the area seeded and/or mulched. The area will be computed to the nearest 0.01 acre.
6) Materials that are specified for measurement by the ton shall be hauled in approved vehicles bearing a plainly legible identification number and weighed on accurate, approved scales furnished by the Contractor and inspected by a registered scale mechanic at least once a year and before their use after each move. Scales shall be located at the loading point or other approved location.
7) The scales shall be an automatic weighing system, with digital or springless dials, and equipped with an automatic ticket printer. An automatic ticket printer is defined as a device connected to the weighing system in such manner that it automatically detects the weight determined by the system. It shall store and recall the TARE weight when the operator enters the truck identification. It shall print the following information on the ticket:

a) Gross, Tare, and Net weights.
b) Identification of the truck.
c) Current date.
d) For asphalt mixtures, the time of loading or weighing.
e) A unique ticket number (may be preprinted on the tickets).

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The NET weight should be computed by the weighing system; however, it may be computed manually and keyed in for printing. When the net weight of the material is determined by batch weights, the scales used shall meet all applicable requirements specified for truck scales, including automatic ticket printing, except that the GROSS and TARE weights will not be required. The ticket shall accompany each load delivered to the project. In addition to the items shown above that must be printed by the ticket printer, the following information shall also be shown on each ticket:

a) Identification of the project.

b) Identification of the material being delivered, including mix design numbers for asphalt mixtures. The ton shall be the short ton of 2000 pounds. Vehicles used to haul materials measured by weight shall be weighed empty for each load, or shall be weighed daily or from time to time during the day as the Engineer may direct, to establish the tare weight of each load. The scales furnished shall be capable of weighing the entire loaded vehicle at one time. Deduction will be made for the weight of moisture in aggregates in excess of 5% of the oven-dry weight of the material.

8) A station when used as a definition or term of measurement will be 100 linear feet measured horizontally.

9) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract.

10) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

11) When mutually agreed, the plan quantity of any item may be taken as the Final Contract Quantity. Items to be paid at plan quantity shall be agreed upon in writing before work begins.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

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Of necessity the items described and shown as components are discussed in a general manner only, describing the major pieces of equipment and/or materials. Any item and/or appurtenance not specifically mentioned shall be considered a portion of the bid item to which, in the opinion of the Engineer, its function is most directly related. Failure to list all items and/or appurtenances does not relieve the Contractor from furnishing all apparatus, devices, labor or materials of whatever nature required for a complete installation in accordance with the intent of the Drawings, approved Shop Drawings and these Specifications.

The successful Contractor shall, as soon as possible after award of the Contract, submit a list itemizing the components of each lump sum bid item and their respective costs to be used as an aid in the preparation of partial payments.

110.02 Scope of Payment. Payments to the Contractor will be made for the actual quantities of contract items completed and accepted according to the plans and specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the proposal schedule, the contract unit prices will still prevail, except as provided in Subsection 110.03, "Payment and Compensation for Altered Quantities" below.

The Contractor will receive and accept the compensation herein provided as full payment for furnishing all materials, labor, equipment, tools, and incidentals necessary to the completed work; for performing all work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work until its final acceptance by the City; for all risks of every description connected with the prosecution of the work; for all expenses incurred by, or in consequence of, the temporary suspension or discontinuance of the work as herein specified; for any infringement of patent, trade mark, or copyright; for all costs of permits, licenses, fees, and taxes; and for completing the work in an acceptable manner according to the plans and specifications. The payment of current or final estimate, or of retained percentage, shall in no degree prejudice or affect the obligation of the Contractor, at no cost to the City, to repair, correct, renew, or replace any defects or imperfections in the construction of the roadway and its appurtenances, or in the strength of or quality of materials used therein or thereabouts, or relieve the Contractor from the payment of all damages due to such defects, provided such defects, imperfections, or damages shall be discovered on or before the final inspection or acceptance of the entire work. No retained percentage payable under the Contract, or any part thereof, shall become due and payable, if the City so elects, until the City is satisfied that the Contractor has fully settled or paid for all materials and equipment used in or upon the work, and for all labor done in connection therewith, and the City, if it so elects, may pay any or all such accounts wholly or in part and deduct the amount or amounts so paid from the final estimate.

Any overpayments made to the Contractor or Surety, from whatever cause, are due and payable to the City upon receipt by the Contractor or Surety of a request setting forth the particulars, regardless of pending claims or intention of the Contractor or Surety to file a claim.

110.03 Payment and Compensation for Altered Quantities. When alterations in plans or quantities of work not requiring a change order are ordered and performed as provided in Subsection 104.02, "Alterations of Plans or Character of Work" or 104.03, "If and Where Directed Items" and when such alterations result in an increase or a decrease of the quantity of work to be performed, the Contractor shall accept payment in full at the contract unit prices for the actual quantities of work accomplished, except as provided in Subsection 104.02, "Alterations of Plans or Character of Work" or 104.03, "If and Where Directed Items", and no allowance will be made for anticipated profits, organization or overhead expense, or interest.

Increased or decreased work involving change orders will be paid for as stipulated in such change orders.

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Section 111. Roadway Construction Control

111.01 Description. When this item is included in the proposal, it shall consist of furnishing and maintaining all lines, grades, and measurements necessary for the proper execution of the roadway work under the Contract, all according to the plans and specifications.

111.02 Materials. The Contractor shall furnish all stakes, templates, straightedges, surveying equipment, and other devices necessary for establishing, setting, checking, marking, and maintaining points, lines, grades, and layout of the work called for on the plans and in the specifications.

111.03 Construction Requirements.

(a) City Responsibilities. The Engineer/City Engineer will establish the benchmarks and horizontal control points referenced on the plans, certified correct by the Engineer, and furnish the data to the Contractor at the beginning of work.

Any additional information provided by the Engineer shall be verified by the Contractor before use and the Contractor shall accept full responsibility for any costs incurred as the result of the use of such additional information. Any checking performed by the Engineer/City Engineer will not relieve the Contractor of the responsibility for the final results.

The City will be responsible for taking all measurements to establish both current estimate and final estimate pay quantities, including any horizontal and vertical control points necessary to complete such measurements. When making these measurements, the Engineer/City Engineer may use any points, stakes, lines, or elevations that have been set by the Contractor.

(b) Contractor Requirements. Roadway Construction Control shall include use by the Contractor of the plans and the vertical and horizontal control points established by the City as described above to perform all required construction surveying and layout. The Contractor shall make all necessary calculations and set all stakes including, but not limited to: centerline stakes; offset stakes; reference point stakes; additional bench marks as needed; slope stakes; pavement lines; curb lines; grade stakes; roadway drainage; pipe culverts; box culverts; underdrains; clearing and grubbing limits; guardrail; fence; blue tops for subgrade, subbase, and base courses; and any other points, lines, or elevations deemed necessary for proper control of the work.

On projects that include an ACHM overlay and/or Asphalt Surface Treatment, the Contractor shall mark the stationing by setting a stake at least every 200 feet along the roadway. These stakes shall be placed on the shoulder or slope so that they will not interfere with the construction operations, but will be usable for determining locations along the roadway. On projects with widening sections where a grade line is not shown on the plans, the Contractor shall profile the existing pavement at the centerline and edges of pavement. This profile data shall be furnished to the Engineer/City Engineer for use in the establishment of the finished grade line. This finished grade line will be furnished to the Contractor for use in computing and setting all grades required to construct the finished roadway section. The Contractor shall be responsible for joining the work to contiguous roadways and/or bridges in an acceptable manner.

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This shall include making minor adjustments to the plan grade and/or typical section as necessary to construct a smooth transition from the new work to match the existing roadway.

The Contractor shall provide sufficient qualified personnel to complete the work accurately. The supervision of the Contractor's surveying and personnel shall be the responsibility of the Contractor, and any errors resulting from the operations of such personnel shall be adjusted or corrected by the Contractor at no cost to the City.

The Contractor shall maintain adequate survey notes as the work progresses and make them available to the Engineer/City Engineer on request. Copies of survey notes designated by the Engineer/City Engineer shall be provided for the City's permanent project records. The Contractor shall be responsible for the accuracy and uniformity of the construction stakes, lines, grades, and layouts. Any errors in the work constructed due to errors in the Contractor's Roadway Construction Control shall be adjusted or corrected by the Contractor at no cost to the City.

111.04 Method of Measurement. Roadway Construction Control will be measured as a complete unit.

111.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract lump sum price bid for Roadway Construction Control, which price shall be full compensation for furnishing and maintaining all necessary lines, grades, and measurements; and for furnishing all engineering personnel, equipment, materials, tools, and incidentals necessary to complete the work.

No adjustments in the lump sum price bid will be made for Roadway Construction Control required due to normal increases or decreases in Contract quantities. However, if the amount of Roadway Construction Control required is increased or decreased in connection with a Change Order, compensation will be adjusted accordingly.

Partial payments for Roadway Construction Control will be made in proportion to the amount of work accomplished on this item. No additional payment will be made for re-staking needed to maintain the control.

Payment will be made under:

Pay Item	**Pay Unit**
Roadway Construction Control	LS

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Section 112. Trench and Excavation Safety Systems

112.01 Description. This item covers trench and excavation safety systems 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. This document is hereby incorporated into the Specifications.

112.02 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.

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.

112.03 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 Engineer/City Engineer.

112.04 Method of Measurement. After award of the contact, the Contractor shall submit to the Engineer/City Engineer a breakdown of costs 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 which payment is requested.

112.05 Basis of Payment. The work required by this item will be paid for at the lump sum price for "Trench and Excavation Safety Systems".

Payment will be made under:

Pay Item	**Pay Unit**
Trench and Excavation Safety Systems	LS

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DIVISION 200. EARTHWORK

Section 201. Clearing, Grubbing, and Demolition

201.01 Description. This work consists of clearing, grubbing, removing, and disposing of all vegetation, obstructions and debris within designated limits of the Right-of-Way and easement areas. Vegetation and objects designated to remain shall be preserved free from injury or damage.

201.02 Definitions. Clearing, Grubbing, and Demolition shall be defined as follows:

Clearing shall consist of cutting, removing, and disposing of trees, snags, stumps, shrubs, brush, limbs, and other vegetative growth. Clearing shall also include the preservation of trees, shrubs, and vegetative growth, which are not designated for removal.

Grubbing shall consist of the removal and disposal of wood or root matter below the ground surface remaining after clearing and shall include stumps, trunks, roots, or root systems greater than 2 inches in diameter to a depth of two feet below the natural ground surface.

Demolition shall consist of removal and disposal of existing fences, drainage structures, abandoned pipelines or utilities, paving, curbs and gutters, which are not designated to remain. The work may also include demolishing and/or removing from the site building structures or portions thereof, which are more particularly described in the plans and Special Provisions, together with all appurtenances, including canopies, porches, and awnings.

201.03 Construction Requirements. All surface objects, trees, stumps, roots, and other protruding obstructions designated for removal shall be cleared and grubbed, including required mowing. Trees not shown for removal on the plans, but are in direct conflict of construction, shall also be cleared and grubbed. Undisturbed and sound stumps and nonperishable solid objects located more than two feet below subgrade and slope of embankments may remain in place. When authorized, stumps and nonperishable solid objects that are located more than 1 foot below the ground line may remain if they are located outside the construction limits of excavation and embankment areas.

Trees and other vegetation to be preserved shall be carefully protected from abuse, marring, or damage during construction operations. Repair of damage to bark, limbs, or roots of trees or vegetation designated to remain shall be repaired by corrective pruning or other appropriate methods.

Low hanging, unsound, or unsightly branches shall be removed from trees or shrubs designated to remain. Trees extending over the roadway shall be trimmed to provide a clear height of 18 feet about the pavement elevation. All trimming shall be accomplished with skilled workers and in accordance with good tree surgery practices. Before cutting, removing, or trimming any tree within the City of Fayetteville, the owner and supervisory personnel of each business performing commercial tree work shall obtain a city issued commercial tree pruner/service certificate.

Parking and servicing equipment under branches of trees designated to remain is not allowed.

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Existing pipes, culverts, bridges, and other drainage structures shall be removed to the natural stream bottom and those parts outside the stream shall be removed to 1 foot below natural ground surface. Materials designated as City salvaged material shall be dismantled without damage and stored at designated locations. All other structures shall be removed from the Right-of-Way.

All concrete pavement, base course, sidewalks, curbs, gutters, buildings, foundations, slabs, ballast, gravel, bituminous material, and pavement materials shall be disposed of unless specifically stated otherwise in the Plans or by the Engineer/City Engineer.

Moveable buildings to be demolished may be removed from the right-of-way intact if the contractor so elects.

Concrete designated for use as rip rap shall be broken into pieces not to exceed 150 pounds and stockpiled at designated locations or promptly placed where specified on the project.

Ballast, gravel, bituminous material, or other surfacing or pavement materials designated for salvage shall be stockpiled at designated locations without contaminating the material with dirt or foreign materials. Old concrete pavement, sidewalks, curbs, gutters, and similar structures to be left in place shall be sawed to a straight and true vertical line or removed to an existing joint as shown on the plans or as directed by the Engineer/City Engineer.

In embankment areas, cavities resulting from removal of obstructions shall be backfilled and compacted with suitable material under Subsection 202.03.

Disposal of material and debris shall be done under applicable Federal, State, County, and City laws, ordinances, and regulations. Perishable material if burned shall be under constant care of a watchman so the surrounding vegetation, adjacent property, and anything designated to remain is not jeopardized.

Materials and debris may be disposed of by burial at locations acceptable to the City within the project limits, if at least 12 inches of cover material is provided and the area is graded, shaped, and seeded according to these specifications or otherwise restored to present a pleasing appearance. Said burial and restoration shall be at the Contractor's expense.

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201.04 Measurement and Payment. No measurement of this item will be made. Payment will be made on a lump sum basis.

Pay Item	**Pay Unit**
Clearing, Grubbing, and Demolition	LS

Section 202. Excavation and Embankment

202.01 Description. This work consists of excavation, hauling, disposal, placement, consolidation and compaction of all materials encountered within the limits of the work that is

not covered under another item. For purposes of this section, roadway shall be defined as all locations within 1 foot of the back of curbs and gutters that define the edges of public streets.

Excavation will be classified as one of the following:

(a) Unclassified Excavation. Unclassified Excavation consists of the removal and disposal of all material of whatever character encountered in the work not covered under other items. This shall include removal of material in existing ditch lines along roadways to a depth of 1 foot below existing grade in the ditches. This shall also include stripping and excavation of existing material as required up to a depth of one (1) foot below existing grade in embankment areas.

(b) Rock Excavation. Rock Excavation includes removal and disposal of rock material that by actual demonstration cannot be excavated with a Caterpillar Model No. 215D LC track-mounted hydraulic excavator equipped with two rippers or similarly approved equipment. Rock excavation also includes boulders one-half cubic yard or more in volume.

(c) Undercut Excavation. Undercut excavation includes removal and disposal of material not suitable for use as embankment material that is below the proposed subgrade elevation and that is more than one foot (1') below existing ground within the roadway.
Embankment will be classified as one of the following:

(1) Select Embankment. Select Embankment includes all material placed within the limits of the proposed roadway within 24 inches of the top of subgrade elevation. Select Embankment material may include approved on-site or approved off-site material meeting the requirements of section 202.02 (c) below.

(2) Embankment. Embankment includes material other than select embankment that is placed within the limits of construction to achieve planned grades.

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202.02 Materials.

(a) General. Samples of material to be used as embankment material shall be submitted for approval per the requirements of these specifications. All material shall meet the requirements The City of Fayetteville Code of Ordinances.

(b) Stone backfill. Stone backfill shall be as defined and specified in subsection 205, Undercut and Stone Backfill.

(c) Embankment. Embankment shall consist of soil, or a mixture of soil and stone or gravel or other acceptable material, reasonably free from sod, stumps, logs, roots or other perishable or deleterious matter, and shall be capable of forming a stable embankment when compacted.

Material placed within 24 inches of the proposed top of subgrade elevation shall meet the following requirements.

1) Material classified by the AASHTO Soil Classification System as A-1, A-2, or A-3, having a maximum of 35 percent of the material passing the number 200 sieve, and having a CBR equal to or greater than 8.
2) Material not meeting the above requirements for AASHTO Classification and gradation, but having a CBR equal to or greater than 8 and a Liquid Limit and Plasticity Index of less than or equal to 40 and 15, respectively.
3) Material not meeting the above requirements for liquid limit and plasticity index may be used if chemically modified by the use of lime, fly ash, or cement. The type and amount of treatment shall be determined by a material testing lab approved by the City. The chemically modified soil must meet all requirements of Section 2 above.

202.03 Construction Requirements.

(a) General. Excavations and embankments shall be finished to smooth and uniform surfaces. No excavation material shall be wasted without permission of the Engineer/City Engineer. Excavation and embankment operations shall be conducted without disturbing material outside the staked construction limits. Before beginning excavation, grading, and embankment operations, all necessary clearing, grubbing and top soil removal in that area shall be completed.

Excess or unsuitable excavated material, including topsoil, rock and boulders, shall be disposed of at locations acceptable to the Engineer/City Engineer. All approved surplus material shall be used to uniformly widen embankments and flatten slopes within the Right-of-Way. Rocks and boulders shall be covered with a minimum of one (1) foot of embankment material.

Demolition of old roadways shall include filling of all ditches and grading to restore the original contour of the ground producing a pleasing appearance by forming natural, rounded slopes. Removal and disposal of pavements and base courses shall be performed under Section 201.

(b) Rock Excavation. Material classified as rock shall be excavated to a minimum depth of 6 inches and a maximum depth of 12 inches below proposed subgrade within the limits of the roadbed. The excavation shall be backfilled and compacted with material designated in the Contract or approved by the Engineer/City Engineer. Rock excavation removed in excess of 12 inches below subgrade will not be measured and paid for. Rock excavation backfill of the depth in excess of 12 inches below proposed subgrade is at the Contractor's expense.

Undrained pockets shall not be left in the rock surface. Depressions shall be drained. Bore holes shall be drilled along the slope line, maintaining the drill holes at the angle designated on the plans and ensuring that all drill holes are in the same plane. The diameter, spacing, and loading of presplit holes shall result in a neat break. The presplitting holes shall be drilled for the full depth of the ledge. The initial presplitting of a geological formation shall be accomplished utilizing a 100-foot test section. After drilling, loading, and shooting this test section, the material shall be removed to determine if the diameter, spacing, and loading of the presplit holes are adequate to give an acceptable backslope. If the results are determined to be acceptable, the presplitting may continue throughout the geological formation using those methods and procedures. If the presplitting is determined to be unsatisfactory, adjustments shall be made in the spacing, diameter and loading of the presplit holes utilizing another 100-foot test section.

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Presplitting holes shall be loaded with explosives as per the manufacturer's recommendations. The cost of presplitting shall be included in the unit bid price for rock excavation.

(c) Undercut Excavation. If and where directed by the Engineer/City Engineer, unsuitable material encountered at the proposed subgrade elevation shall be removed to the depth specified or directed by the Engineer/City Engineer and backfilled and compacted with approved off-site material, in accordance with this section or in accordance with subsection 205, Stone Backfill as indicated or directed. Excavation operations shall be conducted so necessary measurements can be taken before replacing unsuitable material with approved backfill.

No payment will be made for this item if:

1) The contractor does not notify the Engineer/City Engineer of potential areas requiring undercut before excavating these areas.
2) An area that was previously stable becomes unstable due to actions of the contractor. These causes include, but are not limited to, ponding of water and construction traffic.
3) The Contractor does not allow the Engineer/City Engineer sufficient time to measure the undercut excavation volume before placing backfill material.

In addition, no payment will be made to remove and replace any embankment material placed on unsuitable soil that subsequently requires removal and replacement.

(d) Embankment Construction. Embankment construction includes the preparation of the areas where embankments are placed, placement and compaction of approved embankment material for replacement of unsuitable material, and placement and compaction of embankment material in all cavities and depressions within the roadway area.

Rocks, broken concrete, and other solid materials shall not be placed in embankment areas where piling is to be placed or driven.

Benching shall be required when embankment is placed on hillsides or against existing embankment with slopes that are steeper than 6-to-1 when measured at right angles to the roadway and shall be continuously benched in loose lifts not to exceed 12 inches. Benching shall be wide enough to permit the operations of placement and compaction equipment. All horizontal cuts shall begin at the intersection of the ground line and the vertical side of the previous bench. Existing slopes shall also be stepped to prevent wedging action of the embankment against structures. Excavation from benching shall be compacted with the new embankment material and the cost for benching and recompaction shall be included in the unit bid price for excavation.

When natural ground is within 4 feet of the subgrade, all sod and vegetable matter shall be removed from the surface where embankment is placed. The cleared surface shall be completely broken up by plowing, scarifying, or stepping to a minimum depth of 6 inches and shall then be compacted to the specified embankment density. Sod not requiring removal shall be thoroughly disked prior to embankment construction. Wherever a compacted road surface containing

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granular material lies within 3 feet of the subgrade, the old road surface shall be scarified to a minimum depth of 6 inches and compacted to the specified embankment density.

If embankment can only be placed on one side of abutments, wing walls, piers, or culvert headwalls, compaction shall be accomplished without overturning of or placing excessive pressure against the structure. The fill adjacent to the end bent of a bridge shall not be placed higher than the bottom of the backwall until the superstructure is in place. When embankment is placed on both sides of a concrete wall or box-type structure, the embankment shall be brought up equally on both sides of the structure. Embankment that is adjacent to structures or inaccessible to normal compaction equipment shall be placed in 4" loose lifts and compacted with mechanical equipment to 95% of maximum density as determined by AASHTO T99.

Roadway embankment shall be placed in horizontal lifts not to exceed 8 inches (loose measurement) and compacted to the specified density before the next lift is placed. Spreading equipment shall be used to obtain uniform lift thickness prior to compaction. As the compaction progresses, leveling and manipulating shall be continuous to assure uniform density. Moisture content shall be increased or decreased as necessary to obtain the required density and stability. Construction equipment shall be routed uniformly over the entire embankment surface.

When the excavated material consists predominantly of rock too large to be placed in 8-inch lifts, the material may be placed in thicknesses up to the average rock dimension not to exceed 3 feet. Each lift shall be leveled and smoothed by distribution of spalls and finer fragments of earth. Rock shall not be end dumped directly on the previously completed lift of embankment. Rock shall be dumped in the lift of embankment being constructed and pushed into place. The lifts shall not be constructed above an elevation 2 feet below the finished subgrade.

A minimum of 2 feet of compacted embankment shall be placed over structures before rock is placed.

(e) Moisture and Density Requirements. All lifts in embankment areas shall be compacted to not less than 95 percent of the maximum density. The moisture content of the material shall be uniformly increased or decreased to within 2% of optimum moisture content before compaction.

Maximum density will be determined using AASHTO T99 (Standard Proctor). In-place field density measurements shall be determined using AASHTO T 191, T233, or T 310.

Density requirements do not apply to portions of embankments constructed of materials such as rock that cannot be tested by approved testing methods.

202.04 Method of Measurement.

(a) Undercut and Backfill will be measured by the cubic yard of material placed and compacted according to the specifications and as directed by the Engineer/City Engineer. Measurements of the excavated area will be taken by the Engineer/City Engineer after excavation and before backfilling. The quantity of Undercut and Backfill will be measured as In Place quantities.

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Measurement for undercut will begin at subgrade elevation or one (1) foot below existing ground, whichever is lower.

(b) Rock Excavation will be measured by the cubic yard of rock in place actually removed according to the specifications. Measurements taken after the rock is removed and before any associated backfilling will be used to calculate rock excavation quantities.

(c) Unclassified Excavation will not be measured and the plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. In such case, the revised quantity shall be agreed upon prior to beginning any work associated with the change.

(d) Embankment and Select Embankment will not be measured and the plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. In such case, the revised quantity shall be agreed upon prior to beginning any work associated with the change.

202.05 Basis of Payment. Quantities of earthwork completed, accepted and measured as provided above will be paid for at the Contract Price bid as follows:

(a) Undercut Excavation shall be paid for at the Contract Price bid per cubic yard (CY) for Undercut and Backfill. Said price shall be full compensation for excavation, disposal, furnishing, hauling, placing, and compacting approved off-site material according to the plans and specifications. This price shall not include final compaction and finish grading to subgrade elevation. Final compaction and finish grading will be paid for under the item "Subgrade Preparation."

(b) Rock excavation shall be paid for at the Contract Price bid per cubic yard (CY) for Rock Excavation. Said price shall be full compensation for rock removal and disposal to the lines and depths shown on the plans and according to these specifications, and for furnishing, hauling, placing, and compacting approved material in the excavated area as required.

(c) All earthwork not paid for under other items will be paid for under the separate items (1) Unclassified Excavation or (2) Embankment as follows:

1) Excavation shall be paid for at the Contract Price bid per cubic yard (CY) for Excavation. Said price shall be full compensation for excavation, hauling off, and disposal of all materials on the project that are not required for completion of the project; and any other excavation, grading or other miscellaneous earthwork items not included in other items of work. The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made.
2) Embankment shall be paid for at the Contract Price bid per cubic yard (CY) for Embankment. Said price shall be full compensation for placement of materials on the jobsite, whether from on-site or off-site sources, to establish the lines and grades shown on the plans; placement of embankment as backfill for excavated areas to 1 foot below existing ground in roadway areas; and any other embankment, grading or other

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miscellaneous earthwork items not included in other items of work. The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made.

Pay Item	Pay Unit
Undercut and Backfill	CY
Rock Excavation	CY
Unclassified Excavation	CY (Plan Quantity)
Select Embankment	CY (Plan Quantity)
Embankment	CY (Plan Quantity)

Section 203. Subgrade Preparation

203.01 Description. This work consists of preparing the subgrade for placement of the base course, curb and gutter, and asphalt courses. The intent of this specification is to provide a stable subgrade consisting of approved material compacted as specified.

203.02 Materials. Materials not specified.

203.03 Construction Requirements. Material at subgrade will receive one or a combination of the following treatments as directed by the Engineer/City Engineer:

(a) Unsuitable material will be excavated to a depth as directed by the Engineer/City Engineer, disposed of, and replaced with off-site material approved by the Engineer/City Engineer. This material shall be placed and compacted to conform to Subsection 202.03.

(b) If the material is acceptable for use as subgrade material, the subgrade will be scarified to a depth of 8 inches and recompacted to conform to Subsection 202.03 of these Specifications.

(c) In areas requiring fill to achieve subgrade elevation, the subgrade shall consist of approved on-site or off-site material meeting the requirements of Subsection 202.02 and compacted in accordance with Subsection 202.03 of these Specifications.

The subgrade shall be shaped for its full width to the required grade and cross section. The finished subgrade shall not vary at any point by more than .02 foot from the prescribed elevation.

Finished sections damaged by construction operations shall be corrected by the contractor at no cost to the City.

203.04 Method of Measurement. Measurement for this item will be as follows:

(a) Excavation and backfill of any areas of subgrade requiring undercut will be measured as specified in Section 202.04.

(b) Subgrade Preparation will be measured by the square yard. Measurement will include all subgrade area including areas up to 1' behind proposed back of curbs or to the edge of the roadway pavement where curb is not specified. Measurement will include areas of undercut,

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areas that receive scarification and recompaction of existing acceptable material, and areas where fill material is required to achieve subgrade elevation. The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. In such case, the revised quantity shall be agreed upon prior to beginning any work associated with the change.

(c) Fill material required to achieve subgrade elevation will be measured as specified in Section 202.4.

203.05 Basis of Payment. Quantities of earthwork completed, accepted and measured as provided above will be paid for at the Contract Price bid as follows:

(a) Undercut Excavation shall be paid for as stated in Section 202.5a. This price shall not include final compaction and finish grading to subgrade elevation. Final compaction and finish grading will be paid for under the item "Subgrade Preparation."

(b) Subgrade preparation will be paid for at the Contract Price per square yard (SY) for Subgrade Preparation. Said price shall be full compensation for scarification (if required), compaction, and finish grading of subgrade areas.

Pay Item	**Pay Unit**
Subgrade Preparation	SY (Plan Quantity)

Section 204. Select Grading and Topsoil

204.01 Description. This work consists of excavating, placing, and compacting material between the back of the roadway curb and the limits of the work. It also includes grading and placing topsoil in this area or other disturbed areas.

204.02 Materials.

(a) General. Material used for backfilling curbs and grading for sidewalk shall be free of trash, organics, and other deleterious materials.

(b) Topsoil. Topsoil may be obtained from sources outside the right-of-way limits or from areas within the project limits that will be occupied by cuts and/or embankments. When topsoil is furnished from sources outside the right-of-way, the Contractor shall be responsible for locating and obtaining the material and for performing all work, including erosion control, prevention of water pollution, and restoration, according to the specifications. The cost of such work will be considered included in the contract unit price bid for Topsoil Furnished and Placed. At the request of the City, the Contractor shall furnish copies of agreements with the property owners.

Topsoil shall be good quality, fertile, friable, surface soil and consist of loamy sand, sandy loam, clay loam, or sandy clay loam and shall be clean, rich, dark soil that contains adequate organic material. River sand will not be accepted as topsoil. Topsoil shall be reasonably free from subsoil, slag, weeds, grasses, roots, or stones greater than:

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1) 1/4 inch for residential/commercial lawn areas, garden areas, or landscaped areas, or;
2) 1 inch for all other areas.

Topsoil shall have a pH suitable for intended use areas. Topsoil shall be obtained only from naturally well-drained sites where topsoil occurs in depths greater than 4". Topsoil shall not be obtained from bogs, marshes or steep clayey slopes. Topsoil shall not be stripped, collected, or deposited while wet.

In no case shall topsoil be excavated more than 12" from the original ground level. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sods and herbaceous growth, such as grass and weeds, shall not be removed but shall be thoroughly broken up and intermixed with the soil during handling operations.

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204.03 Construction Requirements.

(a) Curb Backfill and Grading. After curbs have set sufficiently, they shall be backfilled with approved material and graded so that no ponding will occur. Areas on which sidewalk or driveways are to be constructed shall be compacted to 90% of maximum density as measured by AASHTO T99 or ASTM D698 (Standard Proctor).

Upon completion of the construction of sidewalks, driveways, and other items of construction within the construction limits, all areas to receive topsoil shall be excavated, graded, backfilled and compacted as necessary to remove all depressions, ridges, soft areas, waste concrete, and other items that will interfere with placement of the topsoil layer. All slopes shall be excavated to a maximum slope of 1 vertical foot in 3 horizontal feet unless otherwise noted in the plans or directed by the Engineer.

(b) Topsoil Placement. After the areas to receive topsoil have been prepared to the satisfaction of the Engineer/City Engineer, topsoil placement may begin.

Topsoil shall be placed on all earth areas to a minimum depth of 4 inches unless shown otherwise on the plans or directed by the Engineer/City Engineer. Topsoil shall be graded to within 1 inch of finished elevation, and lightly compacted. Before placing seed all topsoiled areas shall be lightly scarified and raked to remove rocks, sticks, roots, and other undesirable materials as outlined in Section 204.02b.

204.04 Method of Measurement.

(a) Curb Backfill and Grading. Backfilling of curbs and grading of areas between the back of curb and the construction limits will not be measured and is considered subsidiary to excavation and embankment items.

(b) Topsoil. Topsoil furnished and placed will be measured by the square yard based on the location. Measurement will be made to the permanent street right-of-way or permanent easement

or to the toe or top of slopes as shown on the plans. Areas outside these limits disturbed by the Contractor restored in accordance with these Specifications at no cost to the City.

204.05 Basis of Payment. Quantities completed, accepted, and measured as provided above will be paid for at the Contract Price bid as follows:

(a) Topsoil will be paid for at the unit price bid per square yard (SY). Said price shall be full compensation for excavating, stockpiling, hauling, placing, grading, and all other labor, tools, and equipment to provide a layer of topsoil in accordance with the specifications.

Pay Item	Pay Unit
4" Topsoil Placement (Yard Areas)	SY
4" Topsoil Placement (Other Areas)	SY

Section 205. Undercut and Stone Backfill

205.01 Description. This item shall consist of excavation and disposal of unsuitable materials and furnishing, hauling, placing, spreading, consolidating and compacting stone materials as specified at locations designated on the Plans or as designated by the Engineer/City Engineer.

If and where directed by the Engineer/City Engineer, unsuitable material encountered at the proposed subgrade elevation shall be removed to the depth specified or directed by the Engineer/City Engineer and backfilled with Stone Backfill as further defined herein.

205.02 Materials.

(a) Stone Backfill. Stone for Stone Backfill shall be hard, durable, crushed stone aggregate, as manufactured by local quarries, ranging in size from 11/2" (40mm) minimum to 6" (150mm) maximum. Stone Backfill shall not contain more than 5% by weight of shale, slate or other deleterious matter. The stone shall be uniformly graded and the amount passing the 11/2" (37.5 mm) sieve shall be not more than 10% by weight.

(b) Aggregate Base Course Cap. When backfilling with Stone Backfill to subgrade elevation, or to an elevation below subgrade when directed by the Engineer/City Engineer, the top 4" to 6" (100 mm to 150 mm) shall be material complying with subsection 401, "Aggregate Base Course" for Class 7 Aggregate Base Course.

205.03 Construction Requirements.

(a) Excavation. Excavation operations shall be conducted so necessary measurements can be taken before replacing unsuitable material with approved backfill.

(b) Stone Backfill. The area shall be excavated and the Stone Backfill shall be placed within the limits shown on the Plans or as designated by the Engineer/City Engineer. The excavated materials shall be disposed of by the Contractor in compliance with these Specifications. The stone may be dumped into the areas undercut without regard to depth of layer. The stone shall be spread, shaped, and consolidated to the line and grade determined in the field by the Engineer to

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provide a firm and unyielding foundation for the subgrade and/or subbase course and/or base course.

(c) Aggregate Base Course Cap. The Class 7 Aggregate Base Course Cap shall be compacted per the requirements of subsection 401, "Aggregate Base Course".

205.04 Method of Measurement.

(a) Undercut and Stone Backfill will be measured by the ton of material placed and consolidated or compacted according to the specifications and as directed by the Engineer/City Engineer. Measurements of the excavated area will be taken by the Engineer/City Engineer after excavation and before backfilling. The quantity of Undercut and Backfill will be measured as In Place quantities. Measurement for undercut will begin at subgrade elevation or one (1) foot below existing ground, whichever is lower.

(b) Aggregate Base Course Cap shall not be measured for separate payment but shall be measured and paid for as Stone Backfill.

205.05 Basis of Payment.

(a) Undercut Excavation and Stone Backfill shall be paid for at the Contract Bid Price per ton for Undercut and Stone Backfill. Said price shall be full compensation for excavation and disposal of unsuitable material; for furnishing, hauling, placing, shaping and consolidating or compacting material according to the plans and specifications; and for all labor, equipment, tools, and incidentals necessary to complete the work. Excavation and backfill authorized by the Engineer/City Engineer that is in excess of the volume occupied by the Stone Backfill will be measured and paid for under the appropriate subsections of these Specifications for the appropriate classifications of material.

(b) No payment will be made for this item if:

The contractor does not notify the Engineer/City Engineer of potential areas requiring undercut before excavating these areas.

An area that was previously stable becomes unstable due to actions of the contractor. These causes include, but are not limited to, ponding of water and construction traffic.

The Contractor does not allow the Engineer/City Engineer sufficient time to measure the undercut excavation volume before placing backfill material.

In addition, no payment will be made to remove and replace any embankment material placed on unsuitable soil that subsequently requires removal and replacement.

Pay Item	**Pay Unit**
Undercut and Stone Backfill	Ton

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DIVISION 300. STORM DRAINAGE

Section 301. Storm Drainage Pipe

301.01 Description. This work consists of the construction or reconstruction of pipe culverts, including excavation and backfill of storm sewer trenches.

301.02 Materials. All materials supplied under the requirements of this section shall meet the requirements of Section 606 of ARDOT Specifications. All reinforced concrete pipe shall be Class III unless otherwise shown on the Plans or directed in the Specifications. Sizes and gauges of corrugated metal pipe shall be as shown on the plans.

301.03 Construction Requirements.

(a) General. Unsuitable material excavated for storm sewer placement shall be disposed of under Subsection 202.03(a). Suitable surplus excavated material shall be used in the construction of embankments. Unsuitable excavated material below the designed bottom of pipe elevation shall be replaced and compacted using approved material. Rock, hardpan, and other unyielding material shall be excavated below the designed grade for a depth of 6 inches minimum and 8 inches maximum. This extra depth excavation shall be backfilled with approved bedding material. Trenches shall be excavated to a minimum width that allows for proper jointing of the pipe and compaction of backfill material under and around the pipe. The completed trench bottom shall be firm for its full length and width.

(b) Bedding. All storm sewer pipe shall be bedded with a minimum of 4 inches of approved granular material. Bedding shall be placed to the required depth and shaped to conform to the bottom configuration of the pipe.

(c) Laying Pipe. Pipe placement shall begin at the downstream end. Pipe shall be in contact with the shaped bedding throughout its full length. Bell or groove ends of concrete pipe and outside circumferential laps of flexible pipe shall be placed facing upstream. Flexible pipe shall be placed with longitudinal laps or seams at the sides.

Paved or partially lined pipe shall be laid so the longitudinal centerline of the paved segment coincides with the flow line. Elliptical pipe shall be installed so the orientation of a vertical plane through the longitudinal axis of the conduit does not vary more than 5 degrees from the design orientation.

Pipe that is not in true alignment or that shows settlement after placement shall be removed and re-laid at no cost to the City.

(d) Joining Pipe. The method of joining pipe sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even.

Pipe protruding through structure walls shall be cut off flush with the inside face of wall and grouted.

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All surfaces of the joint upon or against which joint seal gaskets may bear shall be smooth, free of spalls, cracks, fractures, and imperfections that would adversely affect the performance of the joint. A primer shall be applied if recommended by the manufacturer.

When preformed rubber gasket is selected by the Contractor, the gasket shall be the sole element depended upon to make the joint flexible and watertight. The gasket shall be a continuous ring that fits snugly into the annular space between the overlapping surfaces of the assembled pipe joint to form a flexible watertight seal.

The gasket shall not be stretched more than 30% of its original circumference when seated on the spigot or tongue end of the pipe.

When bitumen/butyl plastic gasket is selected by the Contractor, the following procedure shall be used. The protective wrapping shall be removed from one side of the gasket. The gasket shall be pressed firmly to the vertical shoulder of the pipe joint, end to end continuing around the entire circumference of the joint. The remaining protective wrapping shall be removed and the pipe forced into connection until material fills the joint space.

For either type of gasket used and to ensure an even and well filled joint, the final joining of the pipe shall be accomplished by either pushing or pulling, by approved mechanical means, each joint of the pipe as it is laid. In cold weather, when directed, the joint material shall be warmed in a hot water bath, or by other approved methods, to the extent required to keep the material pliable for placement without breaking or cracking.

(e) Backfilling. The pipe shall be backfilled with bedding material in 4-inch compacted lifts to the springline. Pipe placed under roadways or driveways will then be backfilled with aggregate base material meeting the requirements of Section 401 placed in 4-inch lifts compacted to 95% of maximum density near optimum moisture as determined by AASHTO T180 or ASTM D1557. Flowable fill in accordance with these specifications may be used as an alternate to the aggregate base material. For the purpose of this section, roadway shall be defined as back of curb to back of curb.

All other areas shall be backfilled with material free from lumps or clods placed in layers not to exceed 6” at or near optimum moisture content and compacted with mechanical equipment to 90% of the maximum density, as determined by AASHTO T 99 or ASTM D698, to the limits shown on the plans. Pipe damaged during construction operations shall be replaced at no cost to the City.

When the existing material excavated for the pipe trench is declared by the Engineer/City Engineer as unsuitable for pipe backfill, this material shall be placed at other locations on the job and used to backfill behind curbs and/or placed on the fill slopes. If the Engineer/City Engineer determines that no suitable location exists on the job to utilize this material, the Engineer/City Engineer may approve the material to be wasted at an appropriate location outside the job limits. Material declared unsuitable for backfill shall be replaced with suitable material from roadway excavation and/or off-site sources.

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(f) Curtain walls for Flared End Sections. The foundation for curtain walls shall be prepared to the required depth. For cast-in-place curtain walls, the forming, placement of reinforcing steel, and placement, finishing, and curing of concrete shall be according to the applicable requirements of subsections 601' "Cast-in-Place Concrete" and 602, "Reinforcing Steel". Precast curtain walls shall be installed according to the applicable requirements for laying concrete pipe. Curtain walls shall not be measured for separate payment but shall be included with and subsidiary to Flared End Sections.

(g) Temporary Repairs for Roadway Cuts. All roadway cuts shall be temporarily or permanently repaired in accordance with Section 405, "Asphalt Concrete Patching For Maintenance of Traffic" within 24 hours of the completion of trench backfill for the work, or segment of work, which required the excavation and/or cut.

301.04 Method of Measurement. Storm drainage pipe of the type and size specified will be measured by the linear foot (LF) measured parallel to the flowline of the pipe. Where inlets, junction boxes, or other structures are included in lines of pipe, that length of pipe extending to and flush with the inside of the structure wall will be included for measurement but no other portion of the structure length or width will be so included. Whenever possible, the lengths shown on the plans may be adjusted by the Engineer/City Engineer to accommodate the pipe lengths available from the supplier that most nearly match the plan lengths. Flared end sections for pipe culverts will be measured by the unit and will include the curtain wall, complete in place.

301.05 Basis of Payment. Work completed, accepted, and measured as provided above will be paid for at the Contract Price bid as follows:

(a) Pipe will be paid for at the unit price per linear foot (LF) for each type and size of pipe and type of backfill specified; which price shall be full compensation for furnishing, hauling, and installing the pipe; for material including joint filler for concrete pipe and connection bands for metal pipe; for excavation and backfilling, including Class 7 base as required, and for all other labor, tools, and equipment necessary to complete the work.

(b) Flared End Sections (FES) will be paid for at the unit price per each (EA) for the type and size of the flared end section specified; which price shall be full compensation for furnishing, hauling, and installing the flared end sections; for material including joint filler for concrete pipe and connection bands for metal flared end sections; for curtain walls complete in place; for excavation and backfilling, including compacted backfill, and for all other labor, tools, and equipment necessary to complete the work.

Payment will be made under:

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Pay Item	Pay Unit
18" Reinforced Concrete Pipe Class III	LF
15" Reinforced Concrete Pipe Class III (Under Pavement)	LF
12" Aluminized Corrugated Metal Pipe (Under Pavement)	LF

Section 302. Drop Inlets and Junction Boxes

302.01 Description. This item shall consist of the construction of drop inlets, junction boxes, and drop inlet extensions with rings and covers or grates and frames.

302.02 Materials.

(a) All concrete for this section shall conform to the requirements for Class 1 Concrete as provided in Section 601.

(b) Reinforcing steel shall conform to the requirements of Section 602.

(c) Steel for welded steel grates and frames shall conform to the requirements of ASTM A 36.

(d) Iron castings for rings and covers, grates and frames, and other appurtenances shall conform to the requirements of ASTM A 48, Class 30A. Bearing surfaces between rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact. Castings shall be of the weight shown on the plans. Minimum weight of ring and lid shall be 275 pounds. The lid shall include the standard City of Fayetteville logo according to the Standard Details.

(e) Precast concrete units of the type, size, and designation shown on the plans may not be used unless written permission is given by the City. Precast units shall be subject to the requirements of AASHTO M 199. Units so manufactured must be certified by a professional engineer registered in the State of Arkansas that they have been designed and manufactured according to AASHTO M199 and that they meet the requirements for HS20 loading. Joint materials shall conform to Subsection 301.02.

(f) Curing Materials. Curing materials shall meet the requirements of Subsection 601.15.

302.03 Construction Requirements. Drop inlets, junction boxes, and drop inlet extensions shall be constructed with either reinforced or non-reinforced concrete, as shown on the plans.

Concrete shall not be placed until the Engineer/City Engineer has inspected the forms and the placement of reinforcing steel and rings or frames.

Round monolithic drop inlets may have the floors cast monolithically with the walls. All other concrete floors shall be placed at least 24 hours before beginning construction of the walls. A longer period of time may be required if weather conditions make it necessary.

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When completed, the concrete shall be cured as specified in Subsection 601.15.

Walls shall be constructed to form a tight joint with the floor and around the inlet and outlet pipes. Pipes shall be cut flush with the inside surfaces of the wall.

Utility lines that are carried through the walls shall be protected in an approved manner to avoid damage.

Faces of drop inlets and drop inlet extensions shall be placed as a part of the curb in order to preserve the proper alignment.

Precast concrete drop inlets or junction boxes may be used only by special permission of the City. Inlet and extension tops and throats will be cast-in-place with no exceptions.

Precast reinforced concrete drop inlet or junction box sections shall be carefully set with joints conforming to the requirements of Subsection 301.03(d).

Metal rings or frames shall be set accurately to the finished elevations so that no subsequent adjustments will be necessary. They shall be set in a full mortar bed with firm bearing on the walls or securely fastened to the forms so that no movement will occur when concrete is placed around them.

Welded steel grates and frames shall be welded with ¼" fillet welds, and painted in accordance with the plans.

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302.04 Backfilling. Backfill around inlets and junction boxes shall be with approved material as defined in the following paragraphs. Backfilling of inlets and junction boxes shall not begin until results of concrete cylinder tests demonstrate that concrete has reached 75% of specified strength. Backfill material shall be placed in layers not to exceed 4" in depth and shall be compacted to 98% of maximum density as measured by AASHTO T 99 for soil materials or by AASHTO T 180 for aggregate base materials.

All structures or parts of structures that fall within the limits of the roadway (defined as centerline to 1' behind the backs of curbs) shall be backfilled with aggregate base material unless otherwise allowed in writing by the Engineer/City Engineer.

Structures in other areas shall be backfilled with approved material provided from on-site or off-site areas.

Structures shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be reasonably free of such accumulations at the time of final inspection.

302.05 Method of Measurement. Drop inlets, junction boxes, and drop inlet extensions will be measured by the unit. One drop inlet extension unit is measured at a 4' length. Each unit shall consist of the concrete frame, the ring and grate, and any pipe required to form the vertical portion of the drain including a standard elbow or tee.

302.06 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid each for Drop Inlets, Drop Inlet Extensions, or Junction Boxes, of the size and type specified, which price shall be full compensation for constructing drop inlets, drop inlet extensions, or junction boxes; for furnishing, installing, and painting (if required), of rings and covers or grates and frames; for excavation and backfill; and for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
(3'x3') Drop Inlet (Type C)	EA
(4'x4') Drop Inlet (Type C)	EA
(5'x4') Drop Inlet (Type C)	EA
(4') Drop Inlet Extension	EA

Section 303. Concrete Box Culverts

303.01 Description. This work consists of constructing reinforced concrete box culverts, in accordance with the details shown on the plans, and to the lines, grades, and dimensions shown on the plans. This work also includes associated wingwalls and aprons at the ends of the box culvert.

303.02 Materials. Concrete for reinforced concrete box culverts shall be Class 1 in accordance with Section 601 unless specified otherwise. Reinforcing steel shall be in accordance with Section 602. Precast concrete box culverts shall be subject to the requirements of AASHTO M 259-98 and AASHTO M 273-00. Units so manufactured must be designed and certified by a professional engineer registered in the State of Arkansas that the precast culvert(s) have been designed and manufactured according to AASHTO M 259-988 and/or AASHTO M 273-00 for the site-specific conditions and the requirements for minimum HS20 live load.

303.03 Construction Requirements. Concrete box culverts shall be constructed on firm, unyielding material. Unsuitable material found at the planned elevation of the box bottom shall be removed and replaced with material acceptable to the Engineer/City Engineer to provide an adequate foundation for construction of the box culvert. No concrete shall be placed before approval of the subgrade by the Engineer/City Engineer.

Reinforcing steel and concrete for box culverts shall be provided and placed in accordance with Sections 601 and 602 and as detailed on the plans. All concrete shall be placed in the dry unless otherwise directed by the Engineer/City Engineer.

Precast box culverts shall be placed in accordance with Section 301.03.

Backfill material placed within the roadway limits (defined as centerline of roadway to 1' behind the back of curb) or under driveways and parking lots shall be ARDOT Class 7 aggregate base material or gravelly clay material, generally known as "hillside". Aggregate base shall be placed

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in layers not to exceed 4" loose depth and shall be compacted to 95% of maximum density as determined by AASHTO T 180 or ASTM D1557. "Hillside" material shall be placed in layers not to exceed 8" loose depth and shall be compacted to 95% of maximum density as determined by AASHTO T 99 or ASTM D698.

Backfill material placed in other areas shall be "hillside" material or other material that may be approved by the Engineer/City Engineer. Backfill in these areas shall be placed in layers not to exceed 8" loose depth and shall be compacted to 90% of maximum density as determined by AASHTO T 99 or ASTM D698.

No backfill shall be placed against box culvert walls or on box culvert tops until the concrete has cured for 14 days and until test cylinders show that the minimum specified strength has been obtained.

Backfill shall be placed and compacted on both sides of the box culvert simultaneously.

Structures shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be reasonably free of such accumulations at the time of final inspection.

303.04 Method of Measurement. Measurement will be by one of the following methods as detailed below. The method to be used will be stated in the bid form.

(a) Lump Sum Method. No measurement will be made for this item. Payment will be on a lump sum basis.

(b) Unit Price Method. Concrete box culverts will be measured by the linear foot (LF) of box culvert constructed. Measurement will be taken at the centerline of the box culvert. Wingwalls, headwalls, and other appurtenances will not be measured under this item but will be considered as a separate lump sum item.

303.05 Basis of Payment.

(a) Lump Sum Method. Payment using this method will be on a lump sum basis. The lump sum price shall include all labor, materials, equipment, and incidentals necessary to completely construct each box culvert. Payment shall also include construction of all wingwalls, headwalls, and other appurtenances, as shown on the plans, excavation, backfill, and over excavation as necessary to provide a stable subgrade for box culvert construction.

(b) Unit Price Method. Payment using this method will be made at the per linear foot price (LF) for box culvert completed, accepted and measured as provided above. The per lineal foot price shall include all labor, materials, equipment, and incidentals necessary to completely construct each box culvert. Payment shall also include excavation, backfill, and over excavation as necessary to provide a stable subgrade for box culvert construction. This per linear foot price shall not include construction of headwalls, wingwalls, and other appurtenances. They will be paid on a lump sum basis for each box culvert.

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Payment will be made under:

Pay Item	Pay Unit
(Size) Cast-in-Place Concrete Box Culvert	LS or LF
(Size) Precast Concrete Box Culvert	LS or LF
Wingwalls & Appurtenances	LS

Section 304. Vacant

Section 305. Open Channels

305.01 Description. This work consists of construction of open channels, including earthen and concrete channels.

305.02 Channel Excavation. Channels shall be excavated to the lines and grades shown on the plans. All constructed grades and slopes shall be within ± 0.1 feet of the plan grade. Ponding or standing water in the constructed channel will not be allowed.

305.03 Earthen Channel Finishes. Earthen channels shall receive a 4" minimum layer of topsoil meeting the requirements of Section 204. Topsoil shall be firmly compacted, then the surface scarified in preparation for seed or sod. All rocks and clods larger than 1 inch in diameter shall be removed before seeding or sodding operations begin. Seeding or sodding as specified on the plans shall be accomplished according to the requirements of Section 505. Erosion control fabric, if specified, shall be placed according to manufacturer's specifications. Fabric shall be of the type specified unless an alternate type is approved in writing by the City. The Contractor shall submit a sample of the alternate fabric type along with specifications before such approval is granted.

305.04 Concrete Ditch Paving.

(a) Materials. Concrete for ditch paving shall be Class 1 concrete in accordance with section 601.

(b) Construction Requirements.

1) **Subgrade.** The subgrade shall be excavated or filled to the required grade. Soft and yielding material shall be removed and replaced with suitable material and the entire subgrade shall be thoroughly compacted.
2) **Forms.** Forms shall be constructed of metal or wood, free from warp, and of sufficient strength to resist springing during the process of depositing concrete. They shall be securely staked, braced, set, and held firmly to the required line and grade. Forms shall be cleaned and oiled before concrete is placed against them.
3) **Placing and Finishing.** The concrete shall be deposited in the forms upon a wetted subgrade to such depth that when it is compacted and finished, the flow line shall be at the required elevation and the sides at required widths, slopes, and thicknesses. The concrete shall be thoroughly compacted and the edges along the forms spaded to prevent honeycomb. The flow lines and sides shall be struck off with a straightedge and tamped

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sufficiently to flush mortar to the surface, after which it shall be finished with a wood float to a smooth and even surface. Edges shall be rounded with a ¼" edger.

Transverse joints ¼" wide shall be tooled or sawed perpendicular to the flow line at intervals not greater than 15' measured longitudinally along the flow line. Joints shall continue across the bottom and up the slope to form a continuous joint. 3" diameter weepholes shall be spaced at 10' intervals along the channel. These weepholes shall be constructed in both channel walls a minimum of 6 inches and a maximum of 1 foot above the channel flowline. Weepholes will not be required if the channel wall is less than 1' tall.

When completed, the concrete shall be cured as specified in Section 601.

4) **Backfilling.** Immediately after the forms have been removed, the spaces on each side of the paving shall be backfilled with suitable material and compacted with mechanical equipment. Solid sodding shall be placed in conjunction with backfill when provided on the plans.
5) **Expansion Joints.** When a section of ditch paving terminates at a drop inlet or other structure, a space not less than ½" wide shall be left between the end of the paving and the structure. This space shall be filled with joint filler conforming to the requirements of AASHTO M 213. Expansion joints shall also be placed between successive placements or as directed by the Engineer/City Engineer
6) **Placement on Slopes.** Slope paving shall begin at the toe of the slope and be constructed to the lines and dimensions as shown on the plans or as directed.
7) **Toewalls.** Concrete toewalls shall be constructed at the ends of all paved channels that do not terminate at a concrete structure. Toewalls shall be a minimum of 8" thick and 3' deep below the flowline of the channel, and shall be placed monolithically with the concrete channel.

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305.05 Method of Measurement.

(a) Excavation for earthen or concrete channels shall be measured by the cubic yard (CY) of material removed. Quantities will be measured by cross sections taken before and after excavation operations. Payment for plan quantity of channel excavation will be made unless a change in the channel profile or cross section is made.

(b) Concrete channels will be measured by the square yard (SY) of concrete placed.

(c) Erosion control fabric will be measured by the square yard (SY) of area covered by fabric. Overlaps, splices, and other additional fabric required for proper placement of fabric according to manufacturers' specifications will not be measured.

305.06 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price per square yard for concrete channels and per square yard for erosion control fabric. Said price shall be full compensation for placement and finishing of concrete as specified, placement of erosion control fabric per manufacturer's specifications,

and all other labor, equipment, and materials necessary for a complete installation of each item as detailed on the plans.

Excavation will be paid on a CY basis. The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. Payment for excavation shall include excavation and removal of material as required, grading to proposed elevations, and all other items of work required to prepare proposed channel areas for concrete or topsoil as required. Topsoil, seeding, and sodding as specified or shown on the plans will be paid for under other items of work.

Payment will be made under:

Pay Item	**Pay Unit**
Channel Excavation	CY (Plan Quantity)
Concrete Channel Paving	SY
Erosion Control Fabric	SY

Section 306. Filter Blanket and Riprap

306.01 Description. This item consists of a protective layer of riprap, including filter blanket.

306.02 Materials. Stone for riprap shall be from an approved source and shall consist of a durable material with a percent of wear not greater than 45 by the Los Angeles Abrasion Test (AASHTO T96). Riprap stone shall have angular or fractured faces, and shall not weigh less than 140 pounds per cubic foot.

Riprap stone shall be well graded to produce a minimum of voids. The maximum size of each piece shall be no greater than 18" in any dimension, and approximately 50% of material shall consist of pieces weighing 35 pounds or more.

Filter blanket material shall consist of crushed stone reasonably well graded from coarse to fine as approved by the Engineer/City Engineer, or shall be a synthetic geotextile filter fabric meeting the requirements of AASHTO M288 for Erosion Control Class A.

306.03 Construction Requirements.

(a) General. Prior to placing filter blanket and riprap, the slopes shall be shaped as shown on the plans. When rock or hard shale is encountered at the toe of the slope, the riprap shall be keyed into this material the depth of the riprap.

Riprap shall be placed immediately following construction of the embankment in order to provide slope protection.

(b) Filter Blanket. Granular filter blanket material shall be spread uniformly on the previously prepared and approved surface to the thickness and location shown on the plans. Placement of the material by methods that will cause segregation or cause damage to the surface will not be

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permitted. Compaction of filter blanket will not be required, but it shall be finished to present a reasonably even surface free from mounds or windrows.

When fabric is used in lieu of granular material, it shall be placed directly on the prepared surface. Fabric sections may be placed vertically or horizontally on the slope. Adjacent fabric sections shall be joined by overlapping a minimum of 2' at the edges and pinning the overlapped strip with U-shaped wire pins, single shaped steel pins with metal disc heads, or similar fasteners. The fasteners shall be 6" or more in length and shall hold the fabric firmly in place. Fasteners shall be inserted through both strips of overlapped fabric at intervals of approximately 4' along the overlap. Additional pins shall be installed as necessary to prevent displacement of the fabric.

Fabric shall be overlapped in the direction of water flow. The fabric shall be turned down and buried approximately 12" at the exterior limits.

No construction equipment will be permitted directly on the fabric.

(c) Dumped Riprap. Stone or broken concrete for dumped riprap shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practicable percentage of voids and shall be constructed to the lines and grades shown on the plans or as directed by the Engineer/City Engineer. Unless otherwise specified, the minimum rip-rap depth shall be 18 inches. Material shall be placed in such a manner as to avoid displacing the underlying material. The larger pieces shall be well distributed throughout the entire mass and the finished riprap shall be free from objectionable pockets of small or large pieces. Hand placing, to a limited extent, may be required, but only to the extent necessary to secure the results specified above. Placing riprap by dumping into chutes or by similar methods likely to cause segregation of various sizes will not be permitted.

Riprap stone shall not be deposited in a manner that will cause damage to the filter blanket. Any damage to fabric during placement of riprap shall be corrected by the Contractor at no cost to the City prior to proceeding with the work. Damaged fabric shall be repaired by placing a piece of fabric large enough to cover the damaged area, overlapping, and pinning in accordance with this section.

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306.04 Measurement and Payment. Quantities of 18" thick rip-rap will be measured by the square yard (SY). Filter blanket will not be measured.

Payment for quantities of rip-rap completed and accepted and measured as provided above will be paid for at the unit contract price bid per square yard. Said price shall be full compensation for excavation and grading, placement of filter fabric, and placement of the rip-rap to the lines, grades, and depth specified.

Payment will be made under:

Pay Item	Pay Unit
Rip Rap	SY

Section 307. Flowable Select Material

307.01 Description. This item shall consist of the furnishing, mixing, and placing a flowable mixture of portland cement, fly ash, sand, and water for backfilling bridge abutments, pipe culverts, box culverts, structural plate pipe and arches, or other uses as approved by the Engineer/City Engineer. The material shall be placed in close conformity with the lines, grades, dimensions, and details shown on the plans or established by the Engineer.

307.02 Materials. The materials used in the flowable select material shall conform to the applicable requirements of Section 601. The portland cement, fly ash, and chemical admixtures shall be listed on the QPL.

(a) Mix Design. The mix design will be prepared by the Contractor. The mixture will be proportioned to produce a flowable mixture without segregation. Material for one cubic yard, absolute volume, shall be as follows:

Cement 80 - 100 lbs.
Fly ash 220 - 300 lbs.
Sand Variable to equal one cubic yard
Water Approximately 65 gallons

The minimum flow of the mixture shall be 8" as determined by the test method described herein. The unit weight shall be a minimum of 110 lbs./cubic foot. The mix design shall be accompanied by the following documentation:

1) A listing of the weights of all components of the proposed mix (water and admixtures may be measured by volume);
2) Certified test results for flow and unit weight.

When unsatisfactory results or other conditions make it necessary, a new mix design will be established.

(b) Sampling and Testing. Sampling and testing will be performed by the City. The flow test shall consist of filling a 3" diameter x 6" high open-ended cylinder to the top with the flowable material mixture. If necessary, the top of the mixture will be struck off level. The cylinder will then be pulled straight up and the flow will be measured by the approximate diameter of the mixture. There shall be no evidence of segregation in the mixture. The unit weight shall be determined according to AASHTO T 121, except that rodding and tapping shall not be done.

307.03 Construction Requirements. The Contractor shall provide sufficient supervision, labor, equipment, tools, and materials to assure proper production, delivery, and placement. When deemed necessary by the Engineer/City Engineer, the flowable select material shall be contained within the designated area by metal or wood forms that are sufficiently tight as to keep the loss of material to a minimum, or by other means as approved by the Engineer/City Engineer.

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The flowable select material shall be discharged from the mixer and conveyed into the space to be filled according to Section 601. The fill material shall be brought up uniformly to the fill line shown on the plans or as directed by the Engineer/City Engineer. Placing of other material over flowable select material may begin after the flowable select material has taken its initial set, is stable, and does not displace under equipment.

307.04 Method of Measurement. Flowable Select Material will be measured by the cubic yard. The quantities shown included in the proposal will be considered the final quantities and no further measurement will be made unless, in the opinion of the Engineer or upon evidence furnished by the Contractor, substantial variations exist between the planned quantities and actual quantities due to changes in alignment or dimensions or to apparent errors.

307.05 Basis of Payment. Work completed, accepted, and measured as provided above will be paid for at the contract unit price bid per cubic yard for Flowable Select Material, which price shall be full compensation for designing the mix; for furnishing, mixing, and placing the material; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Flowable Select Material	CY

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DIVISION 400. BASE AND PAVING

Section 401. Aggregate Base Course

401.01 Description. This work consists of preparing an aggregate base course on a prepared foundation.

401.02 Materials. Materials for aggregate base course shall meet the requirements of the ARDOT Standard Specifications (2014) Section 303 for Class 7.

401.03 Construction Requirements. The base course material shall be placed on a completed and approved subgrade or existing base that has been bladed to substantially conform to the grade and cross section shown on the plans.

The subgrade shall be prepared as specified in Section 203 and shall be free from an excess or deficiency of moisture at the time of placing base course material. The subgrade shall also comply, where applicable, with the requirements of other items that may be contained in the Contract that provide for the construction, reconstruction, or shaping of the subgrade or the reconstruction of the existing base course. Base course material shall not be placed on a frozen subgrade or subbase.

The aggregate shall be placed on the subgrade or other base course material and spread uniformly to such depth and lines that when compacted it will have the thickness, width, and cross section shown on the plans. Unless otherwise specified or directed, base material shall extend full depth to 1' beyond the planned back of curb line.

If the specified compacted depth of the base course exceeds 8" the base shall be constructed in two or more layers of approximately equal thickness.

The material shall be spread the same day that it is hauled. Spreading shall be performed in such a manner that no segregation of coarse and fine particles nor nests or hard areas caused by dumping the aggregate on the subgrade will exist. Care shall be taken to prevent mixing of subgrade or unspecified material with the base course material in the blading and spreading operation.

When the base course is placed adjacent to an existing or newly constructed asphalt surface course or portland cement concrete pavement, the aggregate shall not be dumped or mixed on the pavement surface. Mechanical spreading equipment shall be used, if necessary, to place the base course on the subgrade.

Each course shall be thoroughly mixed for the full depth of the course and shall be compacted by any satisfactory method that will produce the density specified. The aggregate shall be maintained substantially at optimum moisture during the mixing, spreading, and compacting operations. The specified grade and cross section shall be maintained by blading throughout the compaction operation. The material in each course shall be compacted to a density, not less than 98% of the maximum density determined in the laboratory by AASHTO T 180 or ASTM D1557. The aggregate shall be compacted across the full width of application.

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The compacted base course shall be tested for depth and any deficiencies corrected by scarifying, placing additional material, mixing, reshaping, and recompacting to the specified density, as directed. The base course shall be shaped for its full width to the required grade and cross section. The finished base course layer shall not vary at any point by more than .02 foot from the prescribed elevation.

The Contractor shall maintain the base course in a satisfactory condition until accepted.

401.04 Method of Measurement. Aggregate base course will be measured in square yards of material in place per the plans. Measurement will include areas up to 1' behind the backs of curbs if required on the plans. Aggregate base course placed beyond 1' behind the back of curbs will not be measured.

401.05 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 for Aggregate Base Course, which price shall be full compensation for preparing the subgrade; for furnishing material; for spreading; finishing, watering, manipulating, and compacting; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Pay Item	Pay Unit
(Depth) Aggregate Base Course	SY

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Section 402. Prime and Tack Coats

402.01 Description. This work consists of preparing and treating an existing surface with asphalt or emulsified petroleum products and, if required, blotter material.

402.02 Materials.

(a) Asphalt. Asphalt cement shall meet the requirements of AASHTO M 20 or M 226.

(b) Emulsified Asphalt. Emulsified asphalt shall meet the requirements of AASHTO M 140 or M 208.

(c) Emulsified Petroleum Products. Emulsified petroleum products, "EPR-1 Prime" or approved equal, may be used as the Prime Coat when indicated on the Plans or approved by the Engineer/City Engineer.

(d) Blotter Material. Aggregate for blotter material shall meet the requirements of AASHTO M 43 for size 10.

Asphalt will be conditionally accepted at the source. Blotter material may be accepted in the stockpile, at the source, or at the roadway prior to placement.

402.03 Construction Requirements.

(a) Weather Limitations. Prime coat shall not be applied on a wet surface, when the surface temperature is below 45°F, or when weather conditions would prevent the proper construction of the prime coat.

Tack coat shall not be applied unless weather conditions meet the requirements for laying asphalt courses.

(b) Equipment. The contractor shall provide equipment for heating the asphalt and uniformly applying the asphalt and blotter material. The distributor shall be capable of uniformly distributing prime and tack coats at even temperatures on variable surface widths at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard. Distributor equipment shall include a tachometer, pressure gages, volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents.

(c) Preparation of Surface. Surfaces to be primed shall be shaped to the required grade and section, free from all ruts, corrugations, segregated material, or other irregularities and uniformly compacted and broomed. Surfaces to receive tack coat shall be free of dirt, gravel, and other debris and shall be thoroughly washed and broomed to produce a clean and dry surface.

(d) Application of Asphalt. Asphalt shall be applied by a pressure distributor in a uniform, continuous spread. When traffic is maintained, not more than ½ the width of the section shall be treated in one application. Care shall be taken so the application of asphalt at the junctions of spreads is not in excess of the specified amount. Excess asphalt shall be squeegeed from the surface. Skipped areas or deficiencies shall be corrected. Building paper shall be placed over the end of the previous applications, and the joining application shall start on the building paper. Building paper used shall be removed and satisfactorily disposed of.

When traffic is maintained, one-way traffic shall be permitted on the untreated portion of the roadbed. After the asphalt has been absorbed by the surface and will not pick up, traffic shall be transferred to the treated portion and the remaining width of the section shall be primed.

The quantities, rate of application, temperatures, and areas to be treated shall be approved before application of the prime or tack coat.

(e) Emulsified petroleum products. Emulsified petroleum products, "EPR-1 Prime" or approved equal, where indicated on the Plans or approved by the Engineer/City Engineer as the Prime Coat shall be installed per the Manufacturer's recommendations and as follows:

1) Required Field Dilution Rate – 3 parts water to 1 part EPR-1 PRIME (Note: Verification samples will be obtained prior to dilution); (b) Minimum required Application Rate – 0.30 gallons per square yard.

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(f) Application of Blotter Material. If the prime coat fails to penetrate within the time specified and the roadway must be used by traffic, blotter material shall be spread in the quantities required to absorb any excess asphalt.

(g) Prime Coats not required. Unless indicated or directed otherwise, prime coats will not be required when the initial asphalt course placed upon the aggregate is a minimum of 4 inches in thickness.

402.04 Measurement and Payment. Prime coat, when required, will be measured and paid for per square yard of material placed at the required application rate. Tack coat will not be measured and will be subsidiary to other items. Blotter material will not be measured but will be subsidiary to other items.

Pay Item	Pay Unit
Prime Coat	SY

Section 403. Asphalt Concrete Hot Mix

403.01 Description. This item consists of furnishing and placing asphalt concrete hot mix of the type specified on a prepared foundation.

403.02 Materials, Design, and Quality Control of Superpave Mixes.

(a) Materials. Materials for Asphalt Concrete Binder Course shall meet the requirements of Section 406 of the ARDOT Standard Specifications Edition of 2014. Materials for Asphalt Concrete Surface Course shall meet the requirements of Section 407 of the ARDOT Standard Specifications Edition of 2014, modified as follows:

All surface courses serving as wearing courses shall fully comply with Section 409 of the ARDOT Standard Specifications Edition 2014. If and where so indicated in the Plans and the Bid for Unit Price Contract, and where the surface course is installed by two or more lifts, then the surface course(s) which shall be installed beneath the final lift of the wearing course may be an all limestone course aggregate mix otherwise complying with Section 409 of the ARDOT Standard Specifications Edition 2014 and subject to the review and acceptance by the Engineer and Owner.

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(b) Design and Quality Control Requirements. Design and quality control of Superpave mixes shall be as specified in Section 404 of the ARDOT Standard Specifications Edition of 2014. Marshall mixes may be allowed in certain instances. See Section 6.4.4, Asphalt Concrete Hot Mix, of the City of Fayetteville Minimum Street Standards for requirements.

(c) Materials and Equipment for Asphalt Concrete Plant Mix Courses. Materials and equipment for asphalt concrete plant mix courses shall meet the requirements of Section 409 of the ARDOT Standard Specifications Edition of 2003, except for the requirements of Section 409.04(b) is at the contractor's option. If a material transfer device is used, the requirements of Section 409.04(b) shall apply.

403.03 Construction Requirements.

(a) Description. The methods employed in performing the work shall be at the Contractor's option. When the production and/or placement of the material does not comply with the specifications, the Contractor shall make the changes necessary to bring the work into compliance.

(b) Pre-Placement Conference. Unless waived by the Engineer, prior to the start of paving operations the Contractor shall conduct a Pre-Placement Conference involving the Contractor's personnel and the Engineer and City's personnel. The Contractor's proposed plant, delivery, laydown, compaction, and equipment shall be discussed and, if deemed necessary by the City, all the equipment inspected. The accepted mix designs and materials to be used shall be discussed. The proposed mixing and compaction temperatures, sampling and testing plan, haul route, rolling pattern, and other pertinent information shall be discussed. The Pre-Placement Conference and all items discussed shall be documented by the Contractor and furnished to the Engineer within ten calendar days after the Pre-Placement Conference.

(c) Preparation of Mixture. The aggregates, mineral filler, and asphalt binder shall be measured separately and accurately mixed in the proper proportions according to the mix design. The aggregates shall be thoroughly coated and the mixture shall not show an excess or deficiency of asphalt binder, injury or damage due to burning or overheating, or an improper combination of aggregates. The continuous production of ACHM shall be within plus or minus 25°F (14°C) of the mixing temperature shown on the approved mix design. Momentary temperature spikes shall be kept to a minimum.

(d) Preparation of Base or Existing Surface. Newly constructed base courses or subgrade shall be prepared as set forth in the specification item covering such items.

Prior to placing asphalt base, binder, or surface courses, all required corrections of the existing pavement or base, such as filling potholes, sags, and depressions, or alterations of the existing pavement crown, shall be made. Such corrections shall be accomplished by placing asphalt binder or surface course mixtures at the location and in a manner as directed by the Engineer/City Engineer. Asphalt material used for wedging or leveling courses, or for fillings holes, may be placed by hand, blade grader, or mechanical spreader methods. The mixture shall be featheredged to a smooth and even surface around the edges of these areas.

Prior to arrival of the mixture on the work, the prepared surface shall be cleaned of all loose and foreign materials and primed or tack coated as specified. Excessive joint and crack filler shall be removed before application of the prime or tack coat. The mixture shall not be placed on a surface that shows evidence of free moisture.

Contact surfaces of curbing, gutters, manholes, and other structures shall be painted with a thin coating of rapid curing cutback asphalt or emulsified asphalt. No direct compensation will be made for this work.

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If the earlier course has been contaminated with dirt or other foreign materials, or when the time lapse between courses is in excess of 8 hours, the earlier course shall be cleaned and given a tack coat prior to placing the succeeding course. The maximum amount of time between the application of tack coat and the placement of an asphalt course shall not exceed 8 hours. If more than 8 hours has lapsed since tack coat application, the surface shall be re-tacked prior to the placement of any successive asphalt course. If directed by the Engineer/City Engineer, a tack coat shall be used even though the lapsed time has been less than 8 hours.

(e) Transporting. The mixture shall be transported from the mixing plant to the work in vehicles with clean tight beds.

When the mixture is being hauled more than 15 miles or when the mixture is being placed between November 1 and April 1, the beds of the vehicles shall be covered with canvas or other suitable material to retard loss of heat. The cover shall extend over the sides and ends or the truck bed and shall be securely fastened. When the mixture is being hauled less than 15 miles the cover shall be stored on the truck at all times to be utilized when overtaken by sudden rains.

No loads shall be sent so late in the day as to interfere with spreading and compacting the mixture during daylight hours unless adequate artificial lighting is provided.

Sufficient haul vehicles and plant production rate shall be maintained to the project to provide a continuous operation on the roadway.

Only non-petroleum release agents approved by the Engineer/City Engineer shall be used in haul trucks.

(f) Spreading and Finishing. The mixture shall be placed on an approved surface, spread, and struck off to the line, grade, and elevation established. The mixture shall be placed only on a base that shows no evidence of free moisture, and only when weather conditions are suitable.

The mixture from all types of plants should be delivered to the paver within the recommended compaction temperature range as shown on the approved job mix design. These recommended temperatures should be used in placing and compacting the material. In addition, surface and binder course mixtures shall not be placed on the roadway at a temperature lower than 250° F.

The paver shall uniformly distribute and compact the mixture in front of the screed for the full width being paved. The screed or strike-off assembly shall effectively produce a finished surface of smooth and uniform texture without tearing, shoving, or gouging the mixture. The paver shall be operated at forward speeds consistent with satisfactory laying of the mixture. The speed of the paver shall be matched with the plant production rate and number of hauling units. Stop and go operation of the paver is to be avoided.

The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6”. In general, the joint in the top layer shall be at the centerline of the pavement if the asphalt is placed in 2 passes or less, or at lane lines if the asphalt is placed in more than 2 passes.

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(g) Rolling and Density Requirements and Joints. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it will bear the weight of the rollers without undue displacement.

At the beginning of placement of each mix design, the Contractor shall establish an optimum rolling pattern that will achieve the specified density for the mix being placed. The Contractor may continue with paving operations while the optimum rolling pattern is being established. The established rolling pattern shall be used for compacting all mix placed unless a change in the job mix formula occurs or unacceptable results are obtained. Whenever a change in the job mix formula occurs, or when the compaction method or equipment is changed, or when unacceptable results are obtained, a new optimum rolling pattern shall be established.

The number, weight, and type of rollers, and the optimum rolling pattern shall be such that the specified density and surface requirements are consistently attained while the mixture is in a workable condition. Final approval of the rollers and the rolling pattern will be based upon satisfactory performance and the ability to compact the mixture to the specified density and surface requirements. Rollers that produce excessive crushing of aggregate particles will not be permitted.

When using vibratory rollers, the Contractor shall exercise due caution to prevent any deterioration of the material caused by excessive rolling or vibration. Vibratory rollers shall be operated in such a manner that overlap of adjacent passes shall be held to a minimum. Vibration shall not be used on courses less than 1-½" thick.

Rolling shall start longitudinally at the low edge and proceed toward the higher portion of the mat. When paving in echelon or abutting the previously placed lane, the longitudinal joint shall be rolled first followed by the regular rolling procedure. Alternate passes of the roller shall be terminated at least 3' from any preceding stop. Rolling on superelevated curves shall progress from the low side. Rollers shall not be stopped perpendicular to the centerline of the traveled way.

The speed of the roller shall be slow enough to avoid displacement of the hot mixture, and in no case more than 3 mph. The roller shall be operated in such a manner that no displacement of the mat will occur. Rolling shall proceed continuously until the required density is attained and all roller marks are eliminated, leaving the surface smooth and uniform and the required density attained. To prevent adhesion of the asphalt mixture to the rollers, the rollers shall be kept moist for the full width of the rollers, but excess water will not be permitted.

Rollers shall not pass over the unprotected end of a freshly laid mixture. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. A brush coat of asphalt material shall be used on contact surfaces of transverse joints just before additional mixture is placed against the previously placed material.

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(h) Weather Limitations. Hot mix asphalt materials shall not be mixed or placed when the surface temperature is below 40° F or when there is frost in the base or subgrade, or at any other time when weather conditions are unsuitable for the type of material being placed.

Regardless of the temperatures herein specified, paving will not be allowed unless specific density, either by percent of field mold density or by rolling procedure, can be achieved before the bituminous mixture cools to 175° F.

403.04 Acceptance of Pavement and Adjustments in Payment.

(a) Superpave Mixes Acceptance of asphalt payment designed using Superpave Methods shall be according to Section 410.09 of the ARDOT Standard Specifications Edition of 2003 except as modified herein.

403.05 Modifications and Augmentations of ARDOT Standard Specifications.

Modifications and augmentations of ARDOT Standard Specifications detailed in this subsection apply to 2014 Edition of the Standard Specifications.

Samples for all properties except density, thickness, and the investigation of segregation shall be obtained from trucks at the plant. The contractor/testing agency shall clearly mark the load ticket of each sampled truck to indicate that the load has been sampled.

The Contractor shall provide the straight-edge for use in pavement smoothness testing.

Sublot sizes for density and depth measurements will be 500 tons, and lot sizes will be 3000 tons. Locations for cores to be taken for density and depth testing will be determined using ARDOT Test Method #465.

Compliance, price reduction, and rejection limits for density will be in accordance with Table 410-1 of the ARDOT Standard Specifications. Calculations of price reductions will be in accordance with 410.09(d)(5) of the ARDOT Standard Specifications. For asphalt that is outside the limits shown as lot rejection limits but within the limits shown as sublot rejection limits in Table 410-1, the City shall determine if that mix shall be removed at the contractor's expense or left in place without pay to contractor.

All asphalt that is outside the limits shown as sublot rejection limits shall be removed in accordance with this section.

For small projects (less than 1500 tons total) price reduction amounts shall be reduced to 50% of the amounts specified in Section 410 of the ARDOT Standard Specifications.

Thickness of the finished asphalt will be monitored by measuring the thickness of the density cores taken. The average of all depth measurements shall not be less than the required depth shown on the plans. Depth of any core in excess of plus one-quarter inch (+ 1/4") will not be used in computing the average depth. If the average depth is less than the required depth, it will

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be corrected by overlaying with additional ACHM surface, or as directed by the Engineer/City Engineer.

In addition, thickness of individual cores shall not be greater than 1/4" less than the plan depth.

The absolute minimum pavement thickness for any core shall be 3 inches. When pavement design thickness is less than 3 inches, the minimum thickness for each core that will be accepted shall be the design thickness.

The method for determining the limits of removal for density or depth is as follows: If a single core test falls outside of the limits shown as "Sublot Rejection Limits" in 410-1, two additional tests shall be run in close proximity (within three feet). If the average of these three tests is within the sublot rejection limits in Table 410-1, then this average shall become the value for the density of this sublot. If the average of the three tests is still outside of the sublot rejection limits, tests shall be run at 50-foot intervals in both directions until results are found that are within the sublot rejection limits.

All asphalt that is outside of the limits shown as sublot rejection limits as determined by the above method shall be removed and replaced. After replacement, a core shall be taken in the replacement asphalt and the density determined. The average of this density test and the two isolation tests shall become the density for the sublot.

The contractor shall do all coring and testing for density and depth at no additional cost to the City. The City may require additional cores cut for verification of the contractor's test. Verification testing will be paid for by the City.

When lots and sublot divisions for initial and final courses do not coincide, the Contractor may be required to take additional samples (full-depth) at his expense to determine asphalt thickness. Locations of such cores shall be approved by the Engineer.

Section 410.10 of the ARDOT Standard Specifications will not be used under this contract.

403.06 Method of Measurement. Measurement will be by one of the following methods as detailed below. The method to be used will be stated in the bid form.

Asphalt concrete hot mix (ACHM) will be measured by either the ton or square yard of material in place and as indicated on the Plans and the Bid for Unit Price Contract.

Asphalt concrete hot mix (ACHM) where indicated to be measured by the ton will be substantiated by weight tickets, which shall be submitted to the City at the time of asphalt delivery. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer or for asphalt placed at depths more than 1/8" over plan depth will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

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Asphalt concrete hot mix (ACHM) where indicated to be measured by the square yard (SY) will be substantiated by surface area measurements of asphalt concrete hot mix in place. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

403.07 Basis of Payment. Payment will be based upon the method of measurements and by one of the following methods as detailed below.

Asphalt concrete hot mix will be paid for by either:

(a) Per ton: at the contract unit price bid per ton of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work, or

(b) Square yard (SY): at the contract unit price bid per (depth asphalt concrete hot mix) square yard (SY) of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work, as indicated on the Plans and the Bid for Unit Price Contract.

Payment will be made under:

Pay Item	**Pay Unit**
Asphalt Concrete Hot Mix Binder Course (ACHMBC)	Ton
Asphalt Concrete Hot Mix Surface Course (ACHMSC)	Ton

OR

Pay Item	**Pay Unit**
(Depth) Asphalt Concrete Hot Mix Binder Course (ACHMBC)	SY
(Depth) Asphalt Concrete Hot Mix Surface Course (ACHMSC)	SY

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Section 404. Asphalt Concrete Hot Mix Base Course

404.01 Description. This item shall consist of a base course constructed on an accepted course according to these specifications and in substantial conformity with the lines, grades, and typical cross sections shown on the plans.

404.02 Materials. The materials and equipment shall comply with the requirements of Asphalt Concrete Hot Mix Base Course (Section 405 of the ARDOT Standard Specifications).

404.03 Construction Requirements. Construction requirements shall comply with the requirements of Asphalt Concrete Hot Mix Base Course (Section 405 of the ARDOT Standard Specifications).

404.04 Method of Measurement. Measurement will be by one of the following methods as detailed below. The method to be used will be stated in the bid form.

Asphalt concrete hot mix base course will be measured by either the ton or square yard of material in place and as indicated on the Plans and the Bid for Unit Price Contract.

Asphalt concrete hot mix base course where indicated to be measured by the ton will be substantiated by weight tickets, which shall be submitted to the City at the time of asphalt delivery. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer or for asphalt placed at depths more than 1/8" over plan depth will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

Asphalt concrete hot mix base course where indicated to be measured by the square yard (SY) will be substantiated by surface area measurements of asphalt concrete hot mix in place. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

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404.05 Basis of Payment. Payment will be based upon the method of measurements and by one of the following methods as detailed below.

Asphalt concrete hot mix base course will be paid for by either:

(a) Per ton: at the contract unit price bid per ton of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work, or

(b) Square yard (SY): at the contract unit price bid per (depth asphalt concrete hot mix) square yard (SY) of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work, as indicated on the Plans and the Bid for Unit Price Contract.

Payment will be made under:

Pay Item	**Pay Unit**
Asphalt Concrete Hot Mix Base Course	Ton

OR

Pay Item	**Pay Unit**
(Depth) Asphalt Concrete Hot Mix Base Course	SY

Section 405. Asphalt Concrete Patching for Maintenance of Traffic

405.01 Description. This item shall consist of an asphalt concrete material composed of mineral aggregate and asphalt binder for use in patching to maintain traffic including temporary repairs for roadway cuts. This item shall be placed for all roadway cuts unless directed otherwise by the Engineer/City Engineer. This item will be placed for other maintenance of traffic if and where directed on the plans or by the Engineer/City Engineer.

405.02 Materials and Composition. Materials and equipment shall conform to the requirements of ACHM Surface Course (Standard Specification Section 403) or Asphalt Concrete Cold Plant Mix (Section 411 of ARDOT Standard Specifications).

405.03 Construction Requirements. Construction requirements shall conform, insofar as possible, to Section 406 and as follows:

All roadway cuts shall be temporarily or permanently repaired within 24 hours of the completion of trench backfill for the work, or segment of work, which required the excavation and/or cut.

Temporary roadway cut repairs shall be a minimum of two (2) inches and a maximum of three (3) inches of asphalt and shall comply with Specification Section 405 and 406.

Permanent roadway cut repairs shall comply with the plans and specifications and as directed by the Engineer/City Engineer.

Temporary roadway cut repairs shall be maintained by the contractor.

Temporary roadway cut repairs shall be removed and disposed of by the Contractor as necessary during installation of permanent roadway cut repairs or new roadway construction.

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405.04 Method of Measurement. Asphalt Concrete Patching for Maintenance of Traffic will be measured by the ton of mix placed as directed by the Engineer/City Engineer. In no case shall measurement of the Temporary Repairs for Roadway Cut extend beyond the pay limit shown on the details on the Plans. Temporary Repairs for Roadway Cut with depths less than two (2) inches and all depths greater than three (3) inches shall not be measured for payment.

405.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per ton for Asphalt Concrete Patching for Maintenance of Traffic, which price shall be full compensation for furnishing materials; for heating, mixing, hauling, placing, and compacting; and for all labor, equipment, tools, and incidentals necessary to complete the work. No payment will be made for:

1) Material placed without authorization of Engineer/City Engineer.
2) Material placed beyond the pay limits shown on the detail for each type of pavement repair.
3) Material placed to repair previously patched areas unless approved by the Engineer/City Engineer.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Concrete Patching for Maintenance of Traffic	Ton

Section 406. Asphalt Concrete Hot Mix Patching of Existing Roadway

406.01 Description. This item shall consist of patching the existing roadway using asphalt concrete material composed of mineral aggregate and asphalt binder.

406.02 Materials and Composition. Materials shall conform to the requirements of Section 402, Tack Coat and Section 403.

406.03 Construction Requirements. Unstable areas in existing roadways and shoulders, designated by the Engineer/City Engineer to be repaired, shall be removed to provide firm vertical sides and a firm, stable, bottom generally parallel with the existing surface. All loose or foreign material shall be removed from the hole. A tack coat of emulsified asphalt shall be applied to the sides of the hole. Asphalt Concrete Hot Mix Binder or Surface Course shall be placed in the hole in uniform layers, not to exceed 4 inches loose measurement. Compaction, satisfactory to the Engineer/City Engineer, shall be accomplished with a mechanical tamper or other approved methods. The finished surface shall be smooth and level with the surrounding surface.

406.04 Method of Measurement. Asphalt Concrete Hot Mix Patching of Existing Roadway will be measured by the ton of mix.

406.05 Basis of Payment. Work completed and accepted and measured as provided above, will be paid for at the contract unit price bid per ton for ACHM Patching of Existing Roadway, which price shall be full compensation for excavation of the existing roadway; for removal and disposal of excavated material; for compacting and tacking the excavated area; for furnishing materials; for heating, mixing, hauling, placing, and compacting the materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Concrete Hot Mix Patching of Existing Roadway	Ton

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DIVISION 500. MISCELLANEOUS CONSTRUCTION

Section 501. Concrete Curb and Gutter

501.01 Description. This item shall consist of the construction of integral curb, concrete curb, or concrete combination curb and gutter according to these specifications and in conformity with the locations, lines, and grades shown on the plans or as directed.

501.02 Materials. The Concrete shall be Class 1 Concrete as provided in Section 601. The maximum allowable slump shall be 4 inches.

When an extrusion machine is used, the Contractor may modify the concrete mix design, upon approval of the Engineer/City Engineer, to improve workability while maintaining the requirements for Class 1 Concrete.

Material for joint filler shall comply with AASHTO M 213.

501.03 Construction Requirements.

(a) Subgrade. The subgrade shall be shaped to the required depth below the finished surface, according to the dimensions shown on the plans, and shall be compacted to a firm, even surface. Where curb is to be placed as part of a street, the compaction requirements of the street shall apply to the subgrade and base course underneath the curb.

(b) Placing and Finishing.

1) **Integral Curb.** After the concrete pavement has been struck off, the curb forms shall be clamped or otherwise securely fastened in place to the slab form and additional concrete for the curb shall then be deposited and thoroughly tamped. The concrete shall be placed within 30 minutes after the pavement slab has been finished and care shall be taken to secure monolithic construction. The concrete shall be spaded or vibrated sufficiently to eliminate voids and shall be tamped to bring the mortar to the surface. It shall then be finished smooth and even with a wood float and given a Class 6 finish according to Section 601.16. The edges shall be rounded with an approved finishing tool to the radius shown on the plans.
2) **Concrete Curb or Concrete Combination Curb and Gutter.** The concrete shall be deposited in the forms upon wetted subgrade and vibrated and spaded until mortar entirely covers the surface, after which it shall be finished smooth and even by means of a wood float and given a Class 6 finish according to Section 601.16. Edges shall be rounded as shown on the plans while the concrete is still plastic.

(c) Joints. Expansion joints for concrete curb or concrete combination of curb and gutter shall be installed at stationary structures such as catch basins, drop inlets, etc., and at ends of curb returns. Where curb and gutter is constructed adjacent to or on rigid pavements, the location and width of joints shall coincide with those in the pavement, where practicable. Expansion joints shall have a thickness of ½" and shall be filled with joint filler according to Section 601.11 shaped to the cross section of the curb and constructed at right angles to the curb line.

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Contraction joints for concrete curb or concrete combination curb and gutter shall be 1/8" to 3/8" wide x 1-½" deep and shall be constructed at 15' intervals. They shall be constructed at right angles to the centerline and perpendicular to the surface of the curb and gutter. Where curb and gutter is constructed adjacent to or on rigid pavements, the location and width of joints shall coincide with those in the pavement, where practicable. Contraction joints shall be formed by sawing, unless otherwise specified, and filled according to the requirements for Joint Seals as specified in Section 601.11, or with a commercially available silicone product approved by the City.

(d) Surface Tests. Before the concrete is given the final finishing, the surface of the gutter and the top of the curb shall be true to line and grade. The maximum variation in 10' shall not exceed 3/8".

(e) Curing. When completed, the concrete shall be cured as specified in Section 601.15.

(f) Backfilling. After the concrete has set sufficiently, the space behind the curb shall be refilled to the required elevation with suitable material, free from topsoil, leaves, twigs, or other organic material, trash, large rocks, or other deleterious materials. This material shall be firmly compacted to 90% of the material's maximum density as determined by AASHTO T99 or ASTM D698 by means of approved mechanical equipment and neatly graded.

501.04 Method of Measurement. Curbing will be measured by the linear foot (LF) along the face of the curb at the gutter line. Integral curb placed with concrete pavement will not be measured separately, but shall be included in the price bid for concrete pavement. Modified curbs across driveways and streets will be measured as curb.Curbs placed as part of commercial asphalt driveway construction will also be measured as curb.

501.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (LF) for Concrete Curb or Concrete Curb and Gutter, which price shall be full compensation for furnishing materials, including joint filler; for forms; for mixing, placing, aggregate base and finishing concrete; and for excavation and backfilling when not included in other items.

Pay Item	Pay Unit
18" Concrete Curb and Gutter (Type A) w/ 6" Class 7 Base	LF
Concrete Curb (6")	LF

Section 502. Concrete Sidewalks

502.01 Description. This item shall consist of the construction of concrete walks according to these specifications and in conformity with the dimensions, locations, lines, and grade shown on the plans or as directed.

502.02 Materials. Concrete shall comply with the requirements for Class 1 Concrete as provided in Section 601. The maximum allowable slump shall be 4 inches. Aggregate base shall meet the requirements of Section 401.

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502.03 Construction Requirements.

(a) Subgrade. The subgrade shall be excavated or filled to the required grade. Unacceptable material shall be removed and replaced with suitable material, free from topsoil, leaves, twigs, or other organic material, trash, large rocks, or other deleterious materials, and the entire subgrade shall be thoroughly compacted with approved mechanical equipment to not less than 90% of the material's maximum density as determined by AASHTO T99 or ASTM D698.

(b) Aggregate Base Course. Class 7 aggregate base meeting the requirements of Section 401 shall be installed on the approved subgrade to a minimum depth of 4 inches outside of driveway areas and a minimum depth of 6 inches across driveways, and compacted to 95% of Modified Proctor Density as determined by AASHTO T 180 or ASTM D1557.

(c) Placing and Finishing. The concrete shall be deposited in the forms upon the wetted aggregate base to such depth that when it is compacted and finished, the top shall be at the required elevation. It shall be thoroughly consolidated and the edges along the forms spaded to prevent honeycomb. The top shall then be struck off with a straightedge and tamped or vibrated sufficiently to flush mortar to the surface, after which it shall be given a Class 6 finish according to Section 601.16. Edges shall be rounded with a ¼" radius, including edges at joints.

Concrete thickness shall be 4 inches outside of driveway areas and 6 inches across driveways unless otherwise specified.

Transverse joints in the walks shall be cut with a ¼" jointer at intervals not greater than the width of the walk being constructed, or as directed. This joint pattern shall be continuous through driveways.

When completed, the concrete shall be cured as specified in Section 601.15.

(d) Backfilling. After the forms have been removed, the spaces on each side of the walk shall be backfilled with suitable material, which shall be firmly compacted and neatly graded. Topsoil meeting the requirements of Section 204 shall be used when areas adjacent to the sidewalk are to be seeded or sodded.

(e) Expansion Joints. A space not less than ½" wide shall be left between the sidewalks and adjacent structures, except that no space shall be left between the sides of the walks and adjacent curbs. This space shall be filled with approved joint filler complying with AASHTO M 213.

502.04 Method of Measurement. Concrete sidewalk of the specified thickness will be measured by the square yard (SY).

502.05 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 (SY) for Concrete Sidewalks of the thickness specified, which price shall be full compensation for furnishing materials, including concrete, aggregate base, and joint filler; constructing the concrete sidewalk to grade; for

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excavation and backfilling where not included in other contract items; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
4" Thick Concrete Sidewalk w/ 4" Class 7 Base	SY
6" Thick Concrete Sidewalk w/6" Class 7 Base	SY

Section 503. Driveway Construction or Reconstruction

503.01 Description. This work consists of reconstructing existing driveways or constructing new driveways with concrete, asphalt, aggregate base course, or other materials as shown on the Plans or as directed by the Engineer/City Engineer.

503.02 Materials. Concrete for driveway reconstruction shall be Class 1 according to the requirements of Section 601. Asphalt shall be Surface Course per the requirements of Section 403. Aggregate base course shall meet the requirements of Section 401. All other materials shall be as specified or as directed by the Engineer/City Engineer.

503.03 Construction Requirements.

(a) General. Aprons and driveways shall be constructed in the locations, to the lines and grades, and of the material type shown on the Plans, or as directed by the Engineer/City Engineer. Construction of driveways with greater than 12% slope perpendicular to the street will not be allowed except as approved by the Engineer. Driveway widths shall match widths of existing driveways, with a minimum driveway width of 10' and a maximum width of 40' for commercial driveways and 24' for residential driveways. All driveways designated as commercial driveways shall be constructed with concrete curb and gutter along each side of the driveway.

Driveways and aprons shall be constructed on a compacted subgrade consisting of material approved by the Engineer/City Engineer.

(b) Driveway Removal. Existing driveways shall be removed to the locations shown on the plans or as directed by the Engineer to create a smooth transition from the roadway to the adjacent property. The back limit of the driveway shall be sawed if required to produce a neat line.

(c) Concrete Apron. Concrete apron shall be constructed on all driveways beginning at the back of curbs and extending to the front edge of the sidewalk. Concrete aprons shall be of a residential or commercial type as shown on the plans. The apron thickness shall be as shown on the Plans, but not less than six inches (6"). Mixing, placement, and finishing of concrete shall be as required in Section 601. Contraction joints shall be constructed so that slabs are no more than 15' in any dimension. One half-inch (½") expansion material meeting the requirements of Section 601.11 shall be placed between the backs of curbs and the apron. Joints shall be tooled or sawed at 10' intervals perpendicular to the street. These saw joints shall be filled with joint sealant meeting the requirements of Section 601.11.

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(d) Concrete Driveways. Concrete driveways shall be constructed where shown on the Plans or as directed by the Engineer/City Engineer. The driveway thickness shall be as shown on the Plans, but not less than six inches (6"). Mixing, placement, and finishing of concrete shall be as required in Section 601. Contraction joints shall be constructed so that slabs are no more than 15' in any dimension. When concrete driveways are constructed monolithically with concrete apron, a contraction joint shall be constructed at the interface between the apron and the driveway. All joints shall be sealed according to Section 601.11.

(e) Asphalt Driveways. Asphalt driveways shall consist of approved Surface Mix. Construction of asphalt driveways shall meet the requirements of Section 403. The thickness of the asphalt driveway section shall be as shown on the Plans, but in no case shall be less than 2" of asphalt constructed on 6" of aggregate base course.

(f) Aggregate Base Driveways. All existing driveways constructed of soil or gravel shall be reconstructed with aggregate base meeting the requirements of Section 401. Placement of base material shall be according to the lines and grades shown on the plans or as directed by the Engineer/City Engineer. Thickness of base shall be as shown on the plans, but in no case shall be less than 6". Compaction requirements are as specified in Section 401.

503.04 Method of Measurement. If specifically included as a pay item, asphalt or concrete driveway removal shall be measured by the square yard (SY) from the existing roadway edge to the limits of the driveway removal. Removal of other driveways will not be measured. Concrete aprons and all driveways shall be measured by the square yard (SY). Curb constructed as part of concrete aprons or concrete driveways will be measured as driveway. Curb for asphalt driveways will not be measured as part of this item.

503.05 Basis of Payment. Work completed and measured as provided above will be paid for at the contract unit price bid per square yard for the various items. This price shall be full compensation for furnishing and placing materials, for excavation and subgrade preparation; for shaping and finishing; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Concrete Driveway Aprons	SY
Concrete Driveway	SY
Asphalt Driveway	SY
Aggregate Base Course Driveway	SY
Asphalt/Concrete Driveway Removal	SY

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Section 504. Headwalls and Retaining Walls

504.01 Description. This item consists of constructing concrete headwalls and retaining walls at the locations and to the lines and grades shown on the plans. Modular Block retaining walls, and/or Mechanically Stabilized Earth retaining structures with facing, when so indicated in the

plans or the proposal shall be specified in a Special Provision supplemental to these Standard Specifications.

504.02 Materials. Concrete shall meet the requirements of Section 601 for Class 1 for headwalls, and Class 1 for retaining walls.

Reinforcing steel shall meet the requirements of Section 602.

504.03 Construction Requirements. The subgrade on which the footing is to be placed shall be prepared by excavating to the required grade and thoroughly compacting the existing material. If the existing material at the elevation of the bottom of the footing is soft and yielding, and the Engineer/City Engineer so directs, it shall be removed and replaced with suitable material according to Section 202.

Reinforcing steel shall be placed as shown on the plans. Weepholes of the size shown on the plans shall be set in the forms before concrete is placed.

Concrete shall be furnished, placed, finished, and cured according to the requirements of Section 601.

504.04 Method of Measurement. Concrete headwalls and concrete retaining walls will be measured by the cubic yard of concrete placed and accepted. Concrete, reinforcing steel, filter fabric, compacted drainage stone backfill, expansion joint materials, weepholes, weephole screens, compacted earth backfill and all other items indicated on the Plans or required for a complete headwall and/or retaining wall shall not be measured for separate payment but will be considered subsidiary to the items involved.

Additional undercut excavation as required under footings will be measured by the cubic yard compacted in place.

504.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Concrete Headwalls and per linear foot for Concrete Retaining Walls. Said price shall be full compensation for furnishing all materials, including reinforcing steel; for structural excavation and compaction; for all forming and bracing; for mixing, transporting, placing, finishing, and curing; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Additional excavation and embankment under footings will be paid for at the unit price bid for Undercut Excavation. No payment for additional excavation will be made unless such excavation is directed by the Engineer/City Engineer.

Payment will be made under:

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Pay Item	Pay Unit
Concrete Headwalls	EA
Concrete Retaining Walls	LF
Modular Block Retaining Walls	SF

Section 505. Seeding and Sodding

505.01 Description. This item shall consist of furnishing and applying lime, fertilizer, seed, mulch cover, and water according to these Specifications at locations shown on the plans or as directed.

The work under this item shall be accomplished as soon as practicable after the grading in an area has been completed in order to deter erosion of the roadway and siltation of streams.

505.02 Materials.

(a) Lime. Lime shall be agricultural grade ground limestone or equivalent as approved by the City.

(b) Fertilizer. Fertilizer shall be a commercial grade, uniform in composition, free flowing, and suitable for application with mechanical equipment. It shall be delivered to the site in labeled containers conforming to current Arkansas fertilizer laws and bearing the name, trademark, and warranty of the producer.

(c) Seed. Except as modified herein, the seed shall comply with the current rules and regulations of the Arkansas State Plant Board and the germination test shall be valid on the date the seed is used. It shall have a minimum of 98% pure seed and 85% germination by weight, and shall contain no more than 1% weed seeds. A combined total of 50 noxious weed seeds shall be the maximum amount allowed per pound of seed with the following exceptions: Johnson grass seed, wild onion seed, wild garlic seed, field bindweed seed, nut grass seed, sickle pod seed, sesbania seed, indigo seed, morning-glory seed, and cocklebur seed will not be allowed in any amount. Seed shall be furnished in sealed, standard containers. Seed that has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable.

Seed planted between June 16 and August 31 may require more water than that specified in Subsection 505.03 in order to survive. Therefore, watering shall continue after germination until growth is established.

The seeding mixture may be altered if authorized or directed by the Engineer/City Engineer. The actual mix and varieties used shall be submitted to the City before seed is placed.

Seed shall be provided at the following mix and rates:

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SEED TYPE	LB/AC
MARCH 15 – JUNE 15	
Turf Fescue	250
Bermuda Grass (common) unhulled	10
Annual Rye	50
JUNE 15 – AUGUST 31	
Turf Fescue	200
Bermuda Grass (common) hulled	5
Bermuda Grass (common) unhulled	10
AUGUST 31 – MARCH 15	
Turf Fescue	250
Annual Rye	50

At the Contractor's option, annual rye only may be seeded at a minimum rate of 30 pounds per acre between the dates of October 31 to March 15. The Contractor shall return between the dates of March 15 and May 1 and reseed with the mix specified for the March 15 to June 15 time period. Preparation for reseeding shall be in accordance with Section 204.

(d) Sod. 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. Sod type shall be as specified on the plans. When sod is placed to repair damaged areas, the sod shall be of the same type and variety as the existing grass.

The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured at the time of placing. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be placed as soon as possible after being cut and shall be kept moist from the time it is cut until it is placed in its final position.

The source of field grown sod shall be inspected and approved by the City before being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

Approved devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native soil intact. The sod shall be cut in uniform strips approximately 300 mm (12") in width and not less than 300 mm (12") in length, but not longer than can be conveniently handled and transported.

(e) Mulch. Mulch cover shall consist of straw from threshed rice, oats, wheat, barley, or rye; of wood excelsior; or of hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, bermuda, carpet sedge, bahia, fescue, or other legumes or grasses; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other

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noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

(f) Tackifiers. Tackifiers used in mulch anchoring shall be of such quality that the mulch cover will be bound together to form a cover mat that will stay intact under normal climactic conditions.

All tackifiers used shall have prior approval or be listed on the ARDOT Qualified Products List (QPL). The type and brand of tackifier to be used shall be submitted to the City for approval.

(g) Water. Water shall be of irrigation quality and free of impurities that would be detrimental to plant growth.

505.03 Construction Requirements.

(a) Seeding. Areas to be seeded shall be dressed to the shape and section shown on the plans. A 4" layer of topsoil, if required, shall be furnished, placed, and prepared as specified in Section 204.

Fertilizer shall be applied at the rate of 800 pounds per acre of 10-20-10, or the equivalent amount of plant food. Fertilizer shall be uniformly incorporated into the soil alone or in conjunction with the required lime. If the Contractor so elects, the fertilizer may be combined with the seed in the hydro-seeding operation.

Broadcast sowing may be accomplished by hand seeders or by approved power equipment. Either method shall result in uniform distribution and no work shall be performed during high winds. The area seeded shall be lightly firmed with a cultipacker immediately after broadcasting.

If a hydro-seeder is used for seeding, fertilizer and seed may be incorporated into one operation but a maximum of 800 pounds of fertilizer shall be permitted for each 1500 gallons of water. If the Contractor so elects, the fertilizer may be applied during preparation of the seedbed. The area shall be lightly firmed with a cultipacker immediately before hydro-seeding.

Mulch cover shall be applied immediately after seeding and shall be spread uniformly over the entire area. If the Contractor so elects, an approved mulching machine may be used whereby the application of mulch cover and tackifier may be combined into one operation. Mulch shall be placed so that the ground is completely covered to a thickness of approximately 2 inches. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to the City.

Immediately following or during the application of the mulch cover on seeded areas, the mulch shall be anchored by one of the following methods:

Tracking or Roller Method. The mulch shall be effectively pressed into the soil using steel cleated track or cleated roller equipment. The anchoring shall be performed so that the grooves

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formed are perpendicular to the flow of water down backslopes and foreslopes. The equipment and method used shall produce acceptable results.

Other Tackifiers. An approved tackifier shall be applied according to the rates recommended by the manufacturer. Asphalt tackifier will not be allowed.

The method used shall be at the Contractor's option unless otherwise specified or directed. In lieu of separate application of tackifiers, the Contractor may use equipment that combines the application of mulch and tackifier into one operation. Application shall be at the specified rates.

After application of the mulch cover, water shall be applied in sufficient quantity, as directed by the Engineer/City Engineer, to thoroughly moisten the soil to the depth of pulverization and then as necessary to germinate the seed.

When directed by the Engineer/City Engineer, the Contractor shall apply water in an amount such that, in conjunction with any rainfall, the seeded and mulched areas will receive an amount equivalent to a minimum of 1" of water each week beginning the week after seeding and continuing for a minimum of three (3) weeks. Water applied at this rate will not be paid for separately but shall be considered subsidiary to seeding. If directed by the Engineer/City Engineer, additional water shall be applied to sustain grass growth.

Failure to meet this requirement will result in a partial withholding and/or recovery of payments for the seeding and mulch cover. Additional work and materials required due to the Contractor's negligence in maintaining completed work or failure to water grass as directed shall be accomplished at no cost to the City.

For all areas seeded, final acceptance will be delayed until an acceptable stand of grass of uniform color and density is established to the satisfaction of the City. Before final acceptance, the Contractor shall repair or replace any seeding or mulching that is defective or damaged. If the defect or damage is due to the Contractor's negligence, the work shall be done at no additional cost to the City. If the damage or defect is not the Contractor's fault, the work will be measured and paid for according to these Specifications.

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(b) Sod. Areas to be sodded shall be dressed to the shape and section shown on the plans and the top and bottom of slopes shall be rounded to a radius of approximately 3' unless otherwise directed. The finished slopes shall be prepared with 4" of topsoil meeting the requirements of Section 204. Water may be applied before, during, and after slope preparation, as directed by the Engineer/City Engineer, in order to maintain the desired moisture content in the soil
Immediately before placement of sod, fertilizer shall be broadcast at the rate of 250 pounds per acre of 10-20-10, or the equivalent amount of plant food, and incorporated into the top 1" of soil.

Sod shall be moist and shall be placed on a moist earth bed. Sod strips shall be laid along contour lines, by hand, commencing at the base of the area to be sodded and working upward. The transverse joints of sod strips shall be broken, and the sod carefully laid to produce tight joints. At the top of slopes the sod shall be turned into the embankment slightly and a layer of earth placed over it and compacted to conduct surface water over and onto the sod. The sod shall be

firmed, watered, and refirmed immediately after it is placed. The firming shall be accomplished by use of a lawn roller or approved tamper, with care being taken to avoid tearing end strips of sod.

When sodding is completed, the sodded areas shall be cleared of loose sod, excess soil, or other foreign material; a thin application of topsoil shall be scattered over the sod as a top dressing; and the areas thoroughly moistened. Water shall be applied as necessary at the direction of the Engineer/City Engineer for a period of at least 3 weeks. The time required for application of water will not be included in the computation of contract time for completion of the project provided all other work under the Contract has been completed.

The Contractor shall maintain sodded areas from the time of completion until final acceptance of the project by the City. Additional work and materials required because of the Contractor's negligence in maintaining the work shall be accomplished at no cost to the City.

505.04 Method of Measurement. Seeding will be measured by the acre of actual area covered located within the construction limits as shown on the plans. Sod will be measured by the SY of actual area covered located within the construction limits as shown on the plans. Additional watering if so directed will be measured by thousands of gallons (MG) applied.

505.05 Basis of Payment. Seeding completed and accepted and measured as provided above will be paid for at the contract unit price bid per acre for Seeding, which price shall be full compensation for seedbed preparation; for furnishing and applying fertilizer, lime, seed, mulch, and tackifier; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payments for seeding will be made according to the following schedule:

1) 50 % On the first regularly scheduled estimate after the Seeding and Mulch Cover are completed.
2) 25% On the next regularly scheduled estimate, provided that the Engineer/City Engineer determines that the seeded and mulched areas have received at least the amount of water specified in Section 505.03 above.
3) 25% On the succeeding regularly scheduled estimate, provided that the Engineer/City Engineer determines that a dense lawn of permanent grass has been established.

Sodding completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard for Sodding, which price shall be full compensation for bed preparation; for furnishing and applying fertilizer, topsoil, and sod; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Additional watering above and beyond the 1" per week for the first three weeks will be paid for at the unit price per thousand gallons (M.G.) of water applied. This work will be paid for only when directed to by the Engineer/City Engineer. Any watering to be paid for under this item shall be conducted in the presence of the Engineer/City Engineer.

Payment will be made under:

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Pay Item	Pay Unit
Seeding and Mulching	Acre
Solid Sod (Bermuda)	SY
Additional Watering	MG

Section 506. Mailboxes

506.01 Description. This item shall consist of furnishing and erecting mailbox posts and installing existing mailboxes on the new posts. When required, it shall also include furnishing and installing new mailboxes. It shall also include maintenance of existing mailboxes during construction to ensure uninterrupted mail service in the construction limits.

506.02 Materials. The mailbox post shall be either metal or coniferous wood. All mailbox posts placed under the contract shall be of the same type. Wood posts shall be 4" x 4" square and shall be pressure treated with creosote, pentachlorophenol or chromated copper arsenate. Metal posts shall be 2" in diameter and shall be galvanized.

Mailbox support hardware, including shelf, platform and bracket shall be as shown on the plans. Anti-twist plate, clamps, spacers, nuts, bolts, and washers shall be galvanized steel.

New mailboxes, when specified on the plans or directed by the Engineer/City Engineer, shall comply with the U.S. Postal Service and shall be the same size as the existing mailbox.

506.03 Construction Methods. Mailboxes shall be constructed in the same locations as the existing mailboxes. It is the Contractor's responsibility to note the locations of existing mailboxes before construction begins. The bottom of the box shall be set at an elevation 3'-6" above the roadway surface. The roadside face of the box shall be 6" from the face of the curb. Where a mailbox is located at a driveway entrance, it shall be placed on the far side of the driveway in the direction of the delivery route. Where a mailbox is located at an intersecting road, it shall be located a minimum of 100' beyond the center of the intersecting road in the direction of the delivery route. If requested by the local postmaster, height and placement of mailboxes may vary slightly as directed by the Engineer/City Engineer.

No more than two mailboxes may be mounted on one post. Post spacing for multiple mailbox installations shall be a maximum of 36".

The mailbox post shall be embedded a minimum of 24" into the ground. A metal post shall have an anti-twist plate that extends no more than 10" below the ground surface.

The existing mailbox shall be separated from the existing post and attached to the new post. If the existing mailbox is damaged beyond repair by the Contractor, the mailbox shall be replaced at no cost to the City. If the existing mailbox cannot physically be removed from the existing post and re-used, the mailbox shall be replaced under the item Mailboxes. When a mailbox is replaced, the Contractor shall be responsible for placing identification markings on the new mailbox corresponding to the markings on the original mailbox.

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Unless otherwise specified, all existing mailbox supports shall be removed and replaced with new supports. If directed by the Engineer/City Engineer, the existing mailbox shall be restored under the Contract item Remove and Replace Mailboxes. If directed by the Engineer/City Engineer, the existing support and mailbox shall be removed and protected until placement in its planned location. This work shall be paid for under the item Mailbox/Support Relocation.

506.04 Method of Measurement. Mailbox Supports, Mailboxes, Remove and Replace Mailboxes, and Mailbox/Support Relocation will be measured by the unit.

506.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Mailbox Supports of the type specified, for Mailboxes, or for Remove and Replace Mailboxes, or for Mailbox/Support Relocation; which price shall be full compensation for furnishing all materials: for setting posts; for removing and reattaching existing mailboxes; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Mailbox Supports (single)	EA
Mailbox Supports (double)	EA
Mailboxes	EA
Remove and Replace Mailboxes	EA
Mailbox/Support Relocation	EA

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Section 507. Pavement Markings

507.01 Description. This item shall consist of furnishing and placing pavement markings, including words, arrows, and emblems, of the color, type and material specified, in accordance with these specifications and to the dimensions and at the locations shown on the plans or as directed.

The markings are to be placed under existing traffic conditions. The work shall meet the requirements of the MUTCD except as modified by these specifications.

507.02 Materials.

(a) Paint. Paint shall be a ready mixed white and yellow paint suitable for application on concrete and bituminous pavements. All paints used for this application shall be listed on the ARDOT Qualified Products List (QPL). The manufacturer shall furnish a certification for each lot certifying that the materials supplied conform to all the requirements specified and stating that the material is formulated the same as the material tested for QPL listing.

(b) Thermoplastic Material. Thermoplastic material used shall meet all requirements of Section 719.02 of the ARDOT Standard Specifications.

(c) Pavement Marking Tape. Pavement marking tape shall be a preformed tape conforming to Section 720.02 of the ARDOT Standard Specifications for Type 5.

507.03 Construction Requirements.

(a) General Requirements. All pavement markings shall be applied to clean, dry surfaces. If necessary, the Contractor shall clean the surface of the pavement to receive markings before beginning marking operations. Cleaning of the pavement is considered subsidiary to other items of work and will not be paid for separately.

Pavement markings shall be placed at the locations shown on the plans, or as directed by the Engineer/City Engineer. All markings shall have well defined edges, shall be uniform in thickness, and shall be straight and true. No stripe shall be less than the specified width. Any corrections of variations in width or alignment of the stripes shall not be made abruptly. Markings that cannot be corrected to meet these requirements shall be removed at the Contractor's expense and will not be paid for.

Removal of markings shall be performed in such a manner that no conflicting pavement marking will be left in place. Removal of the pavement marking by a means that will gouge the surface will not be permitted.

(b) Reflectorized Paint. Reflectorized paint shall be applied at a minimum wet film thickness of 15 mils (a minimum of 16.5 gallons per mile of 4" line). The painted line shall be uniform in thickness and appearance across the width of the stripe. Glass beads shall be placed on the surface of the wet paint in the amount of not less than 6 pounds per gallon.

(c) Thermoplastic Markings. The thermoplastic compound shall be screed or ribbon extruded to the pavement surface unless a specific application method is specified.

The thermoplastic material shall be dispensed at a temperature recommended by the manufacturer. The applicator shall include a cutoff device remotely controlled to provide clean, square stripe ends and to provide a method for applying skip lines.

Beads applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are immediately dispensed upon the completed line. The bead dispenser shall be equipped with an automatic cutoff control, synchronized with the cutoff of the pavement marking equipment.

Thermoplastic markings shall not be applied to the pavement surface when the pavement surface temperature is less than 50° F or when the pavement shows evidence of moisture.

On pavements where no pavement markings exist or where the existing pavement markings are paint or thermoplastic and do not conflict with the proposed pavement markings, blasting with water or sand or a combination thereof will be required to remove any curing compound, oxidized paint or thermoplastic, or dirt to ensure a good bond. This blasting is considered surface preparation and will not be paid for separately.

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Conflicting pavement markings that exist shall be removed by blasting with water and/or sand or by grinding. This blasting or grinding is considered pavement marking removal.

The thickness of all thermoplastic markings above the roadway surface shall be 90 mils (a minimum of 1584 pounds per mile of 4" line). The minimum thickness will be measured in the center of the line. The minimum ½" from the edges shall not be less than 75% of the thickness required in the center. Maximum thickness of markings is 3/16".

On concrete pavements, paint pavement markings meeting the requirements of this section shall be applied as a primer for the thermoplastic markings, except where thermoplastic markings are to be applied over existing thermoplastic markings. Paint applied to concrete pavement solely as a primer will not be measured or paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items of Thermoplastic Pavement Markings. A primer other than paint may be used when recommended by the thermoplastic manufacturer.

(d) Pavement Marking Tape. The placement of the pavement marking tape shall comply with the manufacturer's recommendations.

Air temperature shall be a minimum of 60° F and rising or the road temperature shall be a minimum of 70° F before installation of marking tape will be allowed.

The roadway surface shall be cleaned by the Contractor with high pressure air or by sweeping. The roadway shall then be marked where the pavement marking polymer is to be applied.

The polymer can then be applied by hand or with a manual or mechanical highway tape applicator designed for that purpose. Only butt splices will be allowed with no overlapping.
After application, the tape shall be firmly tamped with a minimum 200 lb. Load or by slowly (2-3 mph) driving over the tape with a vehicle tire. The Contractor shall ensure that all edges are firmly adhered.

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507.04 Method of Measurement and Basis of Payment. Pavement markings will be measured as follows:

(a) Center lines, skip lines, lane lines, edge lines, crosswalk bars, and stop bars will be measured by the linear foot (LF) of markings actually placed.

(b) Words, arrows, and other symbols will be measured by the unit.

(c) Pavement marking removal, when specified on the plans, will be measured by the square foot of marking actually removed.

Work completed, accepted, and measured as provided above will be paid for at the contract price bid per linear foot for lines of widths specified, per each for symbols, and per square foot for pavement marking removal.

Payment will be made under:

Pay Item	Pay Unit
4" Yellow Painted Pavement Marking	LF

Section 508. Street Signs

508.01 Description. This item shall consist of installing new signs and supports, and/or relocating existing signs, complete with posts, supports, and concrete bases, where required, according to these Specifications and to the dimensions and details and at the locations shown on the Plans or as directed by the Engineer/City Engineer.

508.02 Materials and Fabrication.

(a) Signs. Materials used in the fabrication of street signs shall comply with the latest edition of the ARDOT Standard Specifications Section 723, ARDOT Standard Drawings, and the MUTCD. Signs and equipment manufactured in accordance with the above mentioned specification will not be required to be submitted for approval.

(b) Supports. Materials used for new and relocated street sign supports shall be U-section channel or galvanized steel pipe as indicated in the plans.

508.03 Construction Requirements. The Contractor shall install new signs at the locations as shown in the plans or as directed by the Engineer/City Engineer. The Contractor will maintain existing signs during construction, and relocate the signs to permanent locations as shown in the plans or as directed by the Engineer/City Engineer. Should the sign or support become damaged during construction, the Contractor will furnish the replacement.

Any sign not indicated to be relocated as shown on the plans, or as directed by the Engineer/City Engineer shall be salvaged and delivered to the City.

Signs shall be erected at the specified location, plumb, and to the specified vertical and horizontal clearances.

Roadside directional signs shall be erected at a minimum height of 7' above the pavement edge, measured to the bottom of the sign. If a secondary sign is mounted below the primary sign, the primary sign shall be erected a minimum of 8' above the pavement edge and the secondary sign a minimum of 5' above the pavement edge. Route markers, warning signs, and regulatory signs shall be erected a minimum height of 6' above the pavement edge. All heights measured to the bottom of the sign.

The minimum horizontal clearance to any ground mounted sign shall be 2' beyond the edge of the roadway shoulder or unmountable curb face.

Signs shall normally be erected so that the sign face is vertical and at 93° away from the center of the lane that the sign serves and away from the direction of travel. Where lanes divide, or on

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curves, sign faces shall be oriented so as to be most effective both day and night, and to avoid the possibility of specular reflection.

Field drilling of holes in any part of the sign support structure shall be done only when specified on the plans or as directed by the Engineer.

After sign installation is complete, the signs will be inspected at night by the Engineer. If specular reflection is apparent on any sign, its position shall be adjusted by the Contractor to eliminate this condition.

508.04 Method of Measurement. Signs that are relocated or installed new shall be measured by a complete unit in place (including required footings).

No payment will be made for salvaged signs delivered to the City.

508.05 Basis of Payment. Work completed and accepted under this item and measured as provided above shall be paid for at the Contract unit price bid for each sign, which price shall be full compensation for the relocation, or erection of each sign, including support and footing; and for tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Remove and Reinstall Street/Bus Stop/ P-Lot Signs w/New Supports	EA

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Section 509. Erosion Control

509.01 Description. This item shall consist of Temporary Erosion Control Measures to limit, control, and contain fill materials, soil erosion, sedimentation, and other wastes resulting from construction activities that could result in harm to private properties as well as public properties, streams and waterways.

This item shall also include the requirement of the Contractor to implement and maintain the Stormwater Pollution Prevention Plan (SWP3/SWPPP) and to comply with all necessary approvals and permits.

509.02 Standards.

All work for this item shall comply with all Federal and State requirements including the Clean Water Act (33 U.S.C. 1251 et seq.), the National Pollutant Discharge Elimination System (NPDES), and the Arkansas Water and Air Pollution Control Act (Act 472 of 1949 , as amended, Ark. Code Ann. 8-4-101 et seq.) and the regulations, orders or decrees issues pursuant thereto.

All work for this item shall further comply with all Local and Municipal requirements including the City of Fayetteville Code Chapter 170, "STORMWATER MANAGEMENT, DRAINAGE, AND EROSION CONTROL" except as modified or augmented herein.

509.03 Application.

The City will develop the SWP3 and will obtain the permit from the Arkansas Department of Environmental Quality (ADEQ) for discharge of stormwater from construction activities for the project.

The requirements of this item shall apply to all construction activities under the Contract. The Contractor shall implement and maintain the SWP3 for all construction activities under the contract without regard to size of land area disturbance.

The Contractor's operations on lands located off the right-of-way, such as borrow pits, plant sites, waste sites, or other facilities, may require compliance with this specification and/or NPDES permit, and may require that additional permits be obtained. Any such additional permits will be the responsibility of the Contractor. Determination may be based upon location, jurisdiction and area of land disturbance.

509.02 Responsibilities of the Contractor.

(a) General. The Contractor shall comply with City of Fayetteville Code Chapter 170, except as modified or augmented herein.

The Contractor shall comply with all applicable Federal, State, Local and Municipal regulations and requirements.

The Contractor shall stabilize the land and comply with requirements of all permits issued for the project including any additions or revisions thereto.

Upon completion of the construction activities, the Contractor shall file a Notice of Termination with the City.

(b) NPDES Requirements. Construction activities that will disturb soil or remove vegetation on one (1) or more acres of land during the life of the construction project shall also comply with the applicable NPDES Permit requirements as administrated by ADEQ.

Construction activities authorized under NPDES GENERAL PERMIT NO. ARR150000 with the ADEQ shall comply with Section 509.02. "Responsibilities of the Contractor" (a) General (above), and the following:

The City will prepare and file the appropriate applications, information, Notice of Intent, SWP3 (SWPPP) and other information as required by NPDES GENERAL PERMIT NO. ARR150000 with the ADEQ.

The Contractor shall comply with all NPDES Permit requirements, including, but not limited to, implementation, maintenance, and modification of the SWP3 as circumstances require, and documented inspections of erosion and sediment control systems.

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The City will submit to the Contractor one copy of the NPDES Permit and/or other correspondence received from ADEQ. The Contractor shall post this information on site in accordance with the NPDES Permit, and have the current SWP3, inspection logs, and other required information on site at all times and available for inspection by ADEQ, the City, or other regulatory agencies as applicable.

The Contractor shall file the Notice of Termination with ADEQ when the site has been finally stabilized and all storm water discharges from construction activities authorized by the NPDES Permit are eliminated.

509.03 Construction Methods

Where temporary erosion control measures are shown on the plans and in the SWP3, such temporary erosion control measures are provided to the Contractor as minimum controls and guidance. The Contractor shall be responsible to incorporate and expand as necessary the temporary erosion control measures where shown in the plans in accordance with the approved SWP3. The Contractor shall modify the SWP3 as necessary in order to fully comply with the NPDES Permit.

All work required due to the violation of provisions of Corps of Engineers (COE) Section 404 Permits, NPDES Permits, or other requirements of these specifications which results from Contractor negligence, carelessness, or failure to perform work as scheduled, shall be performed by the Contractor at no cost to the City. In addition, the Contractor will be assessed the amounts of any and all fines and penalties assessed against and costs incurred by the City which are the result of the Contractor's failure to comply with a COE Section 404 Permit or NPDES Permit.

The City will not be responsible for any delays or costs due to the Contractor's failure to comply with the conditions of the COE Section 404 Permit or NPDES Permit. The Contractor will not be granted additional compensation or contract time due to loss of Permits for noncompliance.

In the event that pollutant spills occur which are the result of the Contractor's actions or negligence, the cleanup shall be performed by the Contractor at no cost to the City.

509.04 Method of Measurement and Basis of Payment.

No measurement of this item will be made.

Temporary erosion control acceptably completed will be paid for at the contract lump sum price bid for "Erosion Control", which prices shall be full compensation for furnishing all materials, tools, equipment, labor, incidentals and all other items necessary to implement, maintain and complete the work. Payment for "Erosion Control" shall also include implementing, maintaining, and complying with the Stormwater Pollution Prevention Plan (SWP3/SWPPP); including design, inspections, fees, report preparation, housekeeping practices, cleaning, maintenance and all other actions necessary to execute the SWP3 (SWPPP). Periodic payments will be made under this item in proportion to the amount of work accomplished as determined by the Engineer/City Engineer.

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Deductions to this item will be made in the amount of any fines levied on the City by ADEQ or other regulatory agencies as a result of the failure by the Contractor to comply with the provisions of COE Section 404 or NPDES Permits.

Payment will be made under:

Pay Item	**Pay Unit**
Erosion Control	LS

Section 510. Traffic Control and Maintenance

510.01 Description. This work consists of furnishing, installing, and maintaining necessary traffic signs, barricades, lights, signals, cones, concrete barriers, pavement marking, and other traffic control devices and shall include flagging, pilot car operations, and other means for guidance of traffic through the work zone. The work shall be done according to the MUTCD, ARDOT Standards, the Standard Specifications and the Contractor's approved Traffic Control plan. An approved Traffic Control plan provided by the Contractor shall be required before any construction begins. This item shall also include maintenance of roadway surface.

This item shall also include the temporary relocation of traffic and street signs, the maintenance of the temporarily relocated signs through the construction of the project, and the permanent relocation of any sign relocated due to construction signage after the construction is complete. Permanent relocation of any salvaged signs shall consist of furnishing new sign post, new support hardware, and new concrete bases, where required, in accordance with the dimensions and details shown in the Plans and at the locations shown in the Plans, or as directed by the Engineer. New sign posts shall comply with the Standard Specifications and Standard Drawings.

(a) Contractor's Plan. Traffic Control or Maintenance of Traffic when shown in the Plans is provided to the Contractor as guidance. The Contractor shall prepare and submit for approval a detailed Traffic Control or Maintenance of Traffic Plan including adherence to the specified schedule of construction phases when so indicated in the Contract Documents to the Engineer and Owner. The Contractor's Traffic Control or Maintenance of Traffic Plan shall include and expand as necessary the Traffic Control or Maintenance of Traffic when indicated in the Plans and Specifications, and shall be complete with all proposed traffic control or traffic maintenance devices including proposed temporary roadway widening. The Contractor shall prepare and submit the detailed Maintenance of Traffic Plan to the Engineer and Owner 7 days prior to the preconstruction conference and in accordance with these Specifications.

Upon approval of the Contractor's Maintenance of Traffic Plan by the Owner in writing, the Contractor shall supply the City Engineer, the Fire Chief and the Police Chief one (1) copy each for their files. Two (2) copies shall be supplied to the Engineer.

The Contractor shall initiate and maintain all necessary labor and materials necessary to construct the project in a manner which will guarantee public safety with a minimum of inconvenience. Additional work, at no additional costs to the Owner, shall be performed by the Contractor during construction as directed by the Owner or Engineer if necessary to insure the above standards.

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(b) Contractor Personnel. The Contractor shall designate a traffic control supervisor to furnish continuous surveillance over traffic control operations. This supervisor shall be available at night and weekends to respond to calls involving traffic control. The name of the traffic control supervisor shall be provided at the preconstruction conference and to local police.

The Contractor's personnel who are used to maintain traffic flow, such as flagmen or any other person, who verbally communicates with or gives directions to the motorized public, shall speak English fluently.

(c) Driveways. Maintenance of driveways shall be as approved by the Engineer/City Engineer. Unless indicated otherwise, it shall be the Contractor's responsibility to maintain adequate access to private and commercial property at all times, except as required for construction across the driveway as approved by the Engineer. During the construction of driveways or at any time that a property owner cannot use his driveway, the Contractor shall notify the property owner (one week in advance, minimum) when the driveway will be closed and the approximate length of time that it will be closed. The intent of this section of the Specifications is to cause as little inconvenience as possible to private property owners.

(d) Relocation and Replacement of Traffic Signs and Pavement Striping. During the construction of the project, the temporary relocation of street signs and traffic control signs will be performed by the Contractor. The Contractor shall maintain the signs at highly visible locations as near as practicable to the original locations. The latest edition of the Manual of Uniform Traffic Control Devices published by the Federal Highway Administration shall be used as a guide to the placement of signs during construction.

Immediately after the construction of any part of the project reaches a stage of completion such that the relocation of the street signs and traffic control signs is no longer necessary, the Contractor shall permanently relocate the street signs and traffic control signs. Removing any construction signage must be approved by the Engineer.

Street signs and traffic control signs shall be removed from such area of work as necessary to permit work on the project. Each sign shall be temporarily relocated in a secure manner by driving the sign into the ground with equipment approved by the Engineer, or otherwise installed as approved to prevent damage to underground utilities. Street signs no longer necessary shall be salvaged in good condition and restored to their original use or returned to the Owner if no longer needed.

Existing striping shall be removed and new temporary stripes and other pavement markings shall be provided by the Contractor. Work shall be performed in accordance with SECTION 720 (for Type 4) – PERMANENT PAVEMENT MARKING TAPE of the Standard Specifications. Pavement markings not necessary to the phased construction patterns shall be removed or obliterated with black paint, as approved by the Engineer. Striping shall be maintained and restored as necessary during construction.

(e) Suspension of Work. If the Owner or the Engineer determines that provisions for safe traffic control are not being provided or maintained, the work will be suspended. In cases of serious or

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willful disregard for safety of the public or construction workers, the Owner will place the traffic control devices in proper condition and deduct the costs from monies due the Contractor.

510.02 Maintenance Requirements. Unless approved otherwise by the City, the road, while undergoing improvements, shall be kept open by the Contractor to all traffic. When so provided on the plans, or the Contractor's approved plan, the Contractor may bypass traffic over an approved detour route. The Contractor shall keep the portion of the project being used by public traffic, whether it is through or local traffic, in such condition that will permit the safe, continuous flow of two-way traffic at all times. When a part of the plans or when approved by the City, areas where the nature of the work restricts or prohibits two-way flow, one-way operation may be maintained by using flaggers or timed signalization. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, farms, etc.

As part of regular traffic maintenance, the Contractor shall remove all snow and ice accumulated on the traveled roadway. Exposed soil that becomes muddy due to rains or other precipitation shall be removed or covered with aggregate base material to the satisfaction of the City. Dust shall be controlled at all times. In the event that watering does not satisfactorily control the dust, other methods of dust control will be required.

Necessary traffic control devices shall be properly placed and in operation before starting construction. When work of a progressive nature is involved, such as resurfacing, the appropriate traffic control devices shall be kept current and placed only in the areas of actual work activities. All traffic control devices shall meet the requirements of the ARDOT Standard Specifications Section 604.02 and the most current version of the MUTCD.

If the City determines that provisions for safe traffic control are not being provided or maintained, the work will be suspended. In cases of serious or willful disregard for safety of the public or construction workers, the City will place the traffic control devices in proper condition and deduct the costs from monies due the Contractor.

Types of barricade supports or devices not specifically described in the MUTCD shall not be used. The methods used to control traffic for lane changes or other diversions shall meet the MUTCD and the traffic control plan.

Portable changeable message signs meeting the requirements of Section 604 of the ARDOT Standard Specifications shall be used if and where directed by the City.

510.03 Method of Measurement. Aggregate base for traffic maintenance, if specifically included as a bid item, will be measured by the ton of material placed for traffic control. No payment will be made under this item unless base placement is specifically directed by the Engineer/City Engineer. No base so directed shall be placed without the Engineer/City Engineer or authorized representative present. The tonnage of material placed shall be substantiated by truck tickets delivered along with the base material and presented to the Engineer/City Engineer at the time of base placement. If an item for aggregate base for traffic control is not included, it shall be considered subsidiary to other items.

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When directed or approved for use by the City, portable changeable message signs meeting the requirements of Section 604 of the ARDOT Standard Specifications will be measured for payment by the number of days each sign is required and authorized by the City. Payment for a full day will be made for any portion of a day that the panel or sign is used, but the measurement shall not exceed one per sign on any calendar day.
No other traffic control items will be measured.

510.04 Basis of Payment. Payment for aggregate base for roadway maintenance as measured above will be made at the unit price bid per ton.

All other traffic control and maintenance materials and activities will be paid for at the lump sum price bid for traffic control.

Payment will be made under:

Pay Item	Pay Unit
Traffic Control and Maintenance	LS
Aggregate Base for Roadway Maintenance	Ton
Portable Changeable Message Sign	Day

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Section 511. Mobilization

511.01 Description. This item shall consist of preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

This item shall also include other work and operations that must be performed, or for expenses incurred, before beginning work on the various Contract items on the project site. It shall also include pre-construction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the Contract.

511.02 Measurement and Payment. Mobilization will be measured as a complete unit and will be paid for at the contract lump sum price bid. In computing the allowable partial payments from the schedule below, the percentage of the original Contract earned will be based on all items exclusive of the item of Mobilization, and payment for this item at any of the listed stages of completion will be made on the basis of the percentage of the item allowed less all payments made.

PARTIAL PAYMENT SCHEDULE

Percent of Original Contract Amount Earned	Percent of Bid Price for Mobilization Allowed
First Pay Estimate	25%
10%	50%
25%	100%

This item will be paid for on regular estimates. Payments on percentages of the original Contract amount other than those set out above will not be considered. No adjustment in the amount bid for this item will be made for additional quantities or items of work required to satisfactorily complete the Contract.

IN NO CASE SHALL THE AMOUNT BID FOR THE ITEM OF "MOBILIZATION" EXCEED 5% OF THE TOTAL CONTRACT AMOUNT FOR ALL OTHER ITEMS LISTED IN THE PROPOSAL.

Payment will be made under:

Pay Item	**Pay Unit**
Mobilization	LS

Section 512. Fences

512.01 Description. This item shall consist of furnishing and erecting wire fence, chain link fence, wood privacy fence, decorative metal fence and gates according to the plans and these specifications, and in reasonably close conformity to the lines, grades, and alignment shown on the plans or as directed.

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512.02 Materials.

(a) General. All materials used shall be new and shall comply with the requirements for the class and type of material specified unless directed otherwise in the plans or by the Engineer. Previously used materials will be allowed for temporary fencing.

Concrete for setting posts shall comply with Section 601 for Class 1 Concrete.

(b) Wire Fence. Wood posts and braces shall be pressure treated, seasoned, sound, and reasonably straight southern pine or Douglas Fir of the West Coast Region. The posts shall be round and free from excessive end splits. Before pressure treatment, the posts and braces shall have the bark removed, the knots trimmed flush, and the ends cut square. Posts that are to be driven shall have the small end tapered. Posts shall be treated by a standard empty cell or full cell process according to AWPA practice using creosote and retaining a minimum of 8 pounds per cubic foot of wood; or using pentachlorophenol, or chromated copper arsenate and retaining a minimum of 0.4 pounds per cubic foot of wood.

Metal posts and braces shall be of good commercial quality iron or steel and may be tubular, T, U, Y, or other shape manufactured for use as fence posts or braces.

Woven Wire Farm Fence shall be AASHTO Design Number 1047-6-11 AASHTO M 279 or ASTM A116, Class 3 galvanizing.

Barbed wire shall be 12 ½ gauge with 4-point barbs and shall comply with AASHTO M 280, Class 3 galvanizing.

As an alternate to the barbed wire specified above, high tensile wire having the same galvanizing and breaking strength as Class 3, 12 ½ gauge wire, and complying with the remaining requirements of AASHTO M 280 for a four point barb may be used.

The minimum gauge of the high tensile barbed wire shall be as follows:

1) Strand wire gage: 15 ½
2) Barb wire gage: 17

Staples used to attach the wire fencing to wood posts shall be galvanized 9 gauge, 38 mm (1-½") in length.

Steel line posts shall be galvanized or painted and comply with AASHTO M 281. Tubular steel posts shall comply with Grade 1 or Grade 2 of AASHTO M 181, or an approved alternate of Grade 2.

Hardware and fittings shall comply with ASTM F 626. Any miscellaneous hardware or fittings not mentioned in ASTM F 626 shall be galvanized according to the applicable requirements of AASHTO M 111 or M 232.

(c) Chain Link Fence. Material for chain link fence shall comply with AASHTO M 181 Types I, II, or III. Steel members for posts, rails, expansion sleeves, and gate frames may be either Grade 1 or Grade 2. The shape, size, and length of posts and rails, and the height of fabric shall be as shown on the plans.

Hardware and Fittings shall comply with ASTM F 626. Any miscellaneous hardware or fittings not mentioned shall be galvanized according to AASHTO M 111 or M 232. Tension wire shall be minimum 7 gauge.

Aluminum alloy fabric shall be used only with aluminum posts. Aluminum coated steel fabric and galvanized steel fabric, Class C, shall be used only with Grade 1 or Grade 2 steel posts. Fence fabric shall be minimum 9 gauge wire for 6' fencing and 12 gauge wire for 4' fencing.

Frames for gates shall be galvanized steel or aluminum of the type and length shown on the plans. Frames shall be Grade 1 or Grade 2. Welds shall be galvanized.
Commercial gates may be used if they are equal to or better than the planned gates as determined and approved by the Engineer/City Engineer.

The gate fabric shall be of the same type material and be in accordance with the same specifications as the adjoining fence.

(d) Wood Privacy Fence. All pine wood material shall be pressure treated with pentachlorophenol or chromated copper arsenate and shall retain a minimum of 0.4 pounds per

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cubic foot of wood. Cedar panels shall be reasonably straight and free from knots, warping, and other defects.

(e) Temporary Fencing. Materials for temporary fencing shall be appropriate for the use intended.

512.03 Construction Requirements.

(a) General. The fence shall be erected parallel to the right-of-way line, or as directed. Unless otherwise specified, the fence shall be a minimum of 6" and a maximum of 1' behind the right-of-way line. The fence grade shall generally follow the ground contour, but shall present a uniform appearance. Minor grading along the fence line may be necessary to obtain the desired uniformity in fence grade. The fence alignment may be adjusted by the Engineer/City Engineer to preserve trees, land monuments, and property corner markers.

(b) Wire Fence. Line posts and pull assemblies shall be spaced as shown on the plans. Wood corner, gate, and pull posts may be driven in place provided the driving does not damage the post; or they may be set in dug holes and set in concrete. Metal corner, gate, end, and pull posts shall be set in concrete. Wire shall not be stretched onto posts set in concrete until seven days after placement of posts. Posts shall be set plumb.

The Contractor has the option of using wood or steel posts and braces unless otherwise specified, but shall use the same material on the entire project. Wood end, corner, and pull posts may be used with steel line posts.

When solid rock is encountered, the posts shall be set into the rock a minimum of 10" for line posts and 16" for end, corner, gate, and pull posts. The hole in the rock shall have a minimum cross section dimension 1" greater than the post to be set. The posts shall be cut before setting to give the proper length above ground surface. The hole shall be filled with Concrete or a grout consisting of 1 part portland cement and 3 parts concrete sand.

Wire tension braces for wood pull, end, and corner assemblies shall consist of a 9 gauge wire passed around the posts to form a double wire. The wire shall be fastened to each post and the ends fastened together to form a continuous wire. The wires shall then be twisted together until the wire is in tension.

Where the new fence joins an existing fence, the two shall be attached in a satisfactory manner, with end posts being set as directed. Where the proposed fence intersects an existing fence, the end post shall be set for the existing fence clear of the proposed fence line as shown on the plans. The wire of the existing fence shall be stapled to the end post.

Pull post assemblies shall be placed at intervals of not more than 300' in straight alignment on level or uniformly sloping ground. Pull posts shall also be placed at all sharp vertical angle points in the line.

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Corner post assemblies shall be placed at all horizontal angle points of 15° or more in the fence. When the distance from a corner post to the next corner or pull post is less than 165', one approach span on the corner assembly may be omitted.

End post assemblies at fence ends, gates, bridge abutments, and on banks of streams shall be erected in the same manner as corner construction. Extra length posts shall be provided for crossing small streams, ditches, ravines, or soft ground. Additional depth of set shall be secured in soft ground as directed.

The wire shall be attached to the face of the post away from the street. The wire shall be attached to wood line posts with staples driven at right angles to the grain and at a slight downward angle to attain the best anchorage. The staples shall not be driven tightly against the wire but shall leave free space for adjustment in tension due to changes in temperature. Wire shall be attached to steel line posts with approved galvanized clips. All barbed wire and alternate line wires of woven fabric shall be fastened to each line post. Barbed wire and all line wires of woven fabric shall be fastened to end, corner, and pull posts by wrapping the wire around the posts and tying the wire back on itself with not less than 3 tightly wrapped twists. Splicing of barbed wire and woven wire shall be done according to the plans. Gates of the same width and material type shall be placed at locations of existing gates as shown on the plans. Gates may be re-used if they have not been damaged during the construction period. If existing gates are not in satisfactory conditions for reuse, they shall be replaced at no cost to the City.

(c) Chain Link Fence. All posts shall be set in concrete as shown on the plans, plumb, and true to line and grade. Concrete shall comply with Section 601 for Class 1 and shall be thoroughly tamped around the posts. The posts shall be equally spaced in the line of fence not to exceed a spacing of 10 feet. The top of the footing shall be domed to drain water away from the post. Concrete in post footings shall be at least 7 days old before stretching and securing fabric to posts, bracing, or hanging gates.

Top rails shall pass through post caps and shall be securely fastened to end, brace, pull, and corner posts. Joints in top rails shall be made with expansion sleeve couplings to provide a substantial connection and allow for expansion and contraction of the rail.

Before the fence fabric is placed, the tension wire shall be placed at the proper location; stretched taut; securely anchored to each end, corner, or intermediate brace post; and satisfactorily fastened to each line post.

The fence fabric shall be attached to the face of the post facing the street.

The end of the fabric shall be attached to the posts by means of a stretcher bar threaded through the end loops of the fabric and secured to the posts with clamps and bolts. The fabric shall be stretched to remove all slack with approved stretching equipment. The stretched fabric shall be secured to line posts, top rail, braces, and tension wire with specified fabric fasteners. Fabric fasteners shall be placed on line posts at not greater than 24" centers. Stretching operations shall be repeated at approximately every 100' for each run of fence. The use of trucks, tractors, and similar equipment will not be permitted in the stretching operation, except as anchors.

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Splicing of the fabric shall be done by interweaving a wire picket through each end loop of each piece of fabric in a manner that will neatly and securely fasten the lengths of fabric together.

(d) Wood Privacy Fence. Wood privacy fence shall be constructed at all locations where existing privacy fence is required to be removed, at other locations shown on the plans, or as directed by the Engineer/City Engineer.

Wood privacy fence shall be constructed as shown on the plans or shall match the existing fence in materials and configuration as closely as possible. Materials and workmanship of wood privacy fences, including gates, shall be of the same or better quality as the existing fence.

(e) Gates. Gates of the length and type of existing gates shall be constructed at the locations shown on the plans or as directed.

(f) Temporary Fencing. Temporary fencing shall be installed as required to contain livestock, pets, and to maintain safety and security of adjacent properties. Fences shall be installed and maintained that their intended purpose is accomplished.

(g) Remove & Reinstall Wood Privacy Fence. Wood privacy fence required to be relocated shall be removed in a manner not to damage the fencing material. Any fence material not suitable for reinstallation shall be replaced with like materials at no cost to the City. The Engineer/City Engineer will determine if the material is not suitable for use.

(h) Remove & Reinstall Chain Fence. Chain Link fence required to be relocated shall be removed in a manner not to damage the fencing material. Any fence material not suitable for reinstallation shall be replaced with like materials at no cost to the City. The Engineer/City Engineer will determine if the material is not suitable for use.

(i) Remove & Reinstall Decorative Metal Fence. Decorative Metal fence required to be relocated shall be removed in a manner not to damage the fencing material. Any fence material not suitable for reinstallation shall be replaced with like materials at no cost to the City. The Engineer/City Engineer will determine if the material is not suitable for use.

(j) Fence will be measured by the linear foot in place along the midpoint in height of the fence from outside to outside of the end posts. The lengths of gates will be excluded from this measurement.

(k) Gates will be measured by the Linear Foot.

(l) Temporary fencing, if included as a bid item, will be measured by the linear foot (LF). If this item is not included as a pay item, temporary fencing will be considered subsidiary to other items and will not be measured.

512.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for as follows:

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Barbed Wire Fence will be paid for at the contract unit price bid per linear foot for Barbed Wire Fence. Barbed and Woven Wire Fence will be paid for at the unit contract price per linear foot for Woven and Barbed Wire Fence. Chain Link Fence will be paid for at the contract unit price bid per linear foot for Chain Link Fence of the height specified. Wood Privacy Fence will be paid for at the contract unit price bid per linear foot for Wood Privacy Fence of the height specified. Decorative Metal Fence will be paid for at the contract unit price bid per linear foot for Decorative Metal Fence of the height specified. Gates will be paid for at the contract unit price bid per linear foot for Gates of the type and dimensions specified. Temporary fencing will be for at the contract price per linear foot for temporary fencing of appropriate materials and heights.

The contract unit prices mentioned above shall be full compensation for clearing, grading, setting posts, removing fence, erecting fence, and removing temporary fences; for excavation and backfill; for furnishing materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Barbed Wire Fence	LF
Woven and Barbed Wire Fence	LF
Woven Wire Fence	LF
Chain Link Fence	LF
Chain Link Gates	LF
Wood Privacy Fence	LF
Gates for Wood Privacy Fence	LF
Temporary Fencing	LF
Remove & Reinstall Wood Privacy Fence	LF
Remove & Reinstall Chain Link Fence	LF
Remove & Reinstall Decorative Metal Fence	LF

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Section 513. Handicap Ramps

513.01 Description. This item shall consist of the construction of handicap ramps in accordance with these specifications and the Standard Drawings at the locations shown on the plans or as directed by the Engineer/City Engineer.

513.02 Materials. Concrete used shall meet the requirements for Class 1 Concrete as provided in Section 601. The maximum allowable slump shall be 4 inches. The maximum water-cement ratio for the mix selected shall not be exceeded.

Cast-in-place detectable warning panels used shall be composed of a vitrified polymer composite material. The color of the panels shall conform to Federal Color No. 33538, and shall be homogeneous throughout the product. The panels shall be cast into the wet concrete. Surface applied products shall not be allowed. The cast-in-place detectable warning panels shall meet the size and spacing requirements shown in the plans.

513.03 Construction Requirements. When a ramp is to be constructed on an existing sidewalk, any items that are planned to be retained but are damaged during the removal or construction operations shall be repaired at no cost to the City.

Handicap Ramps shall be constructed in accordance with Section 502 and the current City of Fayetteville Standard Drawings. Cast-in-place detectable warning panels shall be installed into the wet concrete per the manufacturer's specifications.

513.04 Method of Measurement. Cast-in-place detectable warning panels will be measured by the square foot. Concrete used in Handicap Ramps will be measured by the square yard. Limits of measurement will be as shown on the Plans.

513.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square foot for Cast-in-Place Detectable Warning Panels and per square yard for Handicap Ramp Concrete of the type specified, which price shall be full compensation for excavation and backfilling; for furnishing materials including joint filler; for constructing the ramp, for furnishing and placing cast-in-place detectable warning panels; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Cast-in-Place Detectable Warning Panel	SF
Handicap Access Ramp	SY

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Section 514. Project Signs

514.01 Description. This item shall consist of installing new project signs and supports furnished by the Contractor as shown on the plans, or as directed by the Engineer/City Engineer. The layout of the sign must be submitted to the Engineer for approval prior to installation.

514.02 Materials and Sign Layout. The structure and frame of project signs shall be wood or metal and shall structurally adequate to support the sign. Rough hardware shall be galvanized or aluminum.

The sign surface shall be constructed of minimum ¾-inch thickness exterior grade plywood with medium density overlay. Panels shall be of size to minimize joints. Overall size shall be 4' x 8' unless otherwise specified.

Paint colors will be selected by Owner. Information Content shall be as follows:

1) Project title, logo, and name of Owner as shown on Contract Documents.
2) Names and titles of authorities.
3) Name, title and address of Engineer.
4) Name of prime Contractor and major Subcontractors.
5) Any additional information requested by Owner.

514.03 Construction Requirements. The Contractor will furnish new project signs and supports and shall install the signs at the locations as shown in the plans or as directed by the Engineer/City Engineer. The Contractor will maintain the signs during construction. Should the sign or support become damaged during construction, the Contractor will furnish the replacement. The project signs shall be installed within two days after commencement of mobilization. Project signs are to be removed following the announcement of the project's Final Completion by the Engineer/City Engineer. Final payment will be withheld until project signs have been removed.

514.04 Method of Measurement and Basis of Payment. Projects signs will be measured on a per each basis. Payment will be made for each sign constructed and installed according to the Plans and Specifications in the locations designated by the City. The price bid for each sign will be full compensation for all construction, installation, and maintenance of the signs.

Payment will be made under:

Pay Item	Pay Unit
Project Signs	EA

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Section 515. Handrail

515.01 Description. This item shall consist of furnishing and erecting galvanized steel handrail on box culverts, headwalls, retaining walls, sidewalks, or steps, where shown on the Plans, or as directed by the Engineer/City Engineer, in accordance with the details shown on the Plans and with these specifications.

515.02 Materials.

(a) General. All materials used shall be new and shall comply with the requirements for the class and type of material specified.

All handrail materials shall be galvanized, powder coated steel, coated at the rate of 2.0 ounces of zinc per square foot of surface coated with a 3 mil dry film thickness of powder coating top coat suitable for exterior application. The powder coating color shall be selected by the owner from a color chart provided by the contractor.

515.03 Construction Requirements.

(a) General. All welding shall be in accordance with current provisions of Specifications for Welded Highway and Railroad Bridges, American Welding Society. Welding shall be done by the shielded arc method and shall be done only by certified welders. Welding rods shall be low

hydrogen suitable for use with the metal being welded. Welds joining sections of handrail shall be ground smooth prior to touch up painting. All damaged coatings shall be repaired in accordance with paint manufacturer recommendations and to the satisfaction of the City.

Other galvanizing and painting methods may be used if approved by the Engineer/City Engineer.

Prior to installation, the Contractor shall contact the Engineer/City Engineer for his inspection of the Handrail.

515.04 Method of Measurement.

(a) Galvanized steel handrail will be measured by the linear foot, completed and accepted.

515.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for as follows:

Steel handrail acceptably completed and measured as provided above, will be paid for at the contract unit price per linear foot bid for "Steel Handrail," which price shall be full compensation for furnishing and installing all materials, including sleeves with plates, grout; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Steel Handrail	LF

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Section 516. Cold Milling Pavement

516.01 Description. This item shall consist of cold milling the asphalt or concrete pavement at the locations designated on the plans or by the Engineer/City Engineer and removing the resulting material from the street right-of-way. Unless otherwise provided, the reclaimed pavement shall become the property of the Contractor. The pavement remaining after milling shall provide a surface suitable for maintaining traffic.

516.02 Equipment. The Contractor shall provide self-propelled equipment with sufficient power, traction, and stability to maintain an accurate depth of cut and slope. The equipment shall be capable of accurately and automatically establishing profile grade along each edge of the machine by referencing from the existing pavement by means of a ski or matching shoe, or from and independent grade control and shall have an automatic system for controlling cross slope at a given rate. The milling machine shall have an effective means for preventing dust resulting from the operation from escaping into the air.

Provision shall be made, either integrally with the milling machine, or by the use of additional equipment, to remove the material being cut from the surface of the roadway.

516.03 Construction Requirements. The existing pavement shall be cold milled to a minimum depth as shown on the plans.

516.04 Method of Measurement. Cold Milling Pavement will be measured by the square yard (SY) of pavement milled to the depth specified.

No separate payment will be made for repair or replacement of manholes, valve boxes, or other appurtenances which are located and identified in advance of the cold milling operation and which are damaged by the Contractor.

516.05 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 for Cold Milling Pavement, which price shall be full compensation for all work as prescribed herein, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Cold Milling Pavement	SY

Section 517. Tree Protection Fencing

517.01 Description. This item shall consist of providing, installing, and maintaining tree protection fencing per the detail in the Drawings at all the locations indicated on the Drawings and/or as directed by the Engineer.

517.02 Materials.

517.03 Construction Requirements. Tree protection fencing shall be installed at locations shown on the Plans, or as directed by the Engineer prior to any construction operations within the vicinity. Fencing shall be installed in accordance with the details on the plans, and shall be maintained so that it provides adequate protection throughout the Project. Fencing shall be removed after all work has been completed or when directed by the Engineer.

517.04 Method of Measurement. Tree Protection Fencing shall be measured by the linear foot (LF) of Tree Protection Fencing actually installed.

517.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per Linear Foot for Tree Protection Fencing, which price shall be full compensation for providing, installing, maintaining, and removing tree protection fencing, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Tree Protection Fencing	LF

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DIVISION 600. MATERIALS

Section 601. Cast-in-Place Concrete

601.01 Description. This item shall consist of concrete in pavements, culverts, and miscellaneous structures, prepared and constructed in accordance with these specifications and conforming to the lines, grades, dimensions, and designs shown on the plans. Concrete shall consist of approved portland cement, fine aggregate, coarse aggregate, water, and any approved chemical admixtures mixed in the proportions specified for the various classes of concrete. All concrete shall be from a supplier approved by the Arkansas Department of Transportation.

601.02 Materials. The materials used in concrete shall conform to the requirements of ARDOT Standard Specifications Section 802.02. Coarse aggregate gradation shall conform to the requirements for Class A, S, S(AE), and Seal Concrete in Section 802.02.

Admixtures shall be used to improve certain characteristics of the concrete when specified on the plans. They may also be used when requested by the Contractor and approved by the City. The Contractor's request shall be supported with the manufacturer's certified formulation of the proposed admixture and with sufficient evidence that the proposed admixture has given satisfactory results on other similar work. Permission to use the admixture may be withdrawn at any time by the City when satisfactory results are not being obtained.

Admixtures shall be approved by the City. 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 Engineer/City Engineer can readily determine the amount of admixture entering the mixing water.

Fly ash may be used as a partial cement replacement not exceeding 20% by weight of the cement when approved by the City. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations. Fly ash used in concrete shall meet the requirements of ASTM C 618, Class C or F. Mixing of Class C and Class F fly ashes will not be permitted. Use of fly ash shall be discontinued immediately, as directed by the Engineer/City Engineer, when such use is determined to be causing the production of concrete that does not meet Specifications.

601.03 Classes of Concrete. One class of concrete is provided for in these specifications. The appropriate class of concrete shall be used as specified below or where designated by the Engineer/City Engineer.

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The following requirements shall govern unless otherwise shown on the plans:

Class 1 concrete shall be used in curb and gutter, sidewalks, drop inlets, junction boxes, box culverts, bridges, concrete pavement, and miscellaneous concrete items.

This class of concrete shall not be used if concrete is to be placed underwater. Concrete to be placed under water shall meet ARDOT Specifications for Seal Concrete.

601.04 Classification and Proportioning. The concrete mixture shall be proportioned to insure a workable and durable concrete, as specified in the following table:

Characteristic	**Class 1**
Minimum Compressive Strength (psi at 28 days)	4000
Minimum Cement Content (bags per cu. yd.)	6.5
Maximum Water/Cement Ratio	0.44
Slump Range (Inches)	1-4*
Air Content Range (%)	4-7
Maximum Fly Ash Content	20%

*Maximum slump shall be 2" when slip form paving methods are used.

For all classes of concrete, the concrete materials shall be using the Absolute Volumes method in accordance with the requirements for the class specified.

The Contractor shall submit a mix design meeting the requirements of these Specifications. Certification that all materials used in the concrete mix meet the requirements of these Specifications shall be included with the mix design. No concrete shall be placed until a mix design is approved by the City.

Compressive strengths for all classes of concrete will be determined from test cylinders made in accordance with AASHTO T 23. If the strength required for the class of concrete being produced is not obtained with the minimum cement content specified, additional cement shall be used at no extra cost to the City.

601.05 Sampling and Testing. During the progress of work, concrete test specimens will be made by the City or its authorized representative in accordance with American Concrete Institute testing procedures. Sampling frequency will be as specified in Section 107.

Slump will be determined using AASHTO T 119. Air content will be determined using AASHTO T 152. Compressive strength specimens will be made in accordance with AASHTO T 23 and tested in accordance with AASHTO T 22.

Specimens for determining when forms may be removed, when a structure may be put in service, or when concrete piling may be driven will be cured, as nearly as practicable, in the same manner as the concrete in the structure and in accordance with AASHTO T 23.

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601.06 Measurement of Materials. Materials will be measured by weighing, except as otherwise specified or where other methods are specifically authorized by the Engineer/City Engineer. Aggregates shall be measured separately and accurately by weight. Measuring devices shall be operated in a manner that will consistently weigh the cement within ± 1% and the individual aggregates within ± 2% of the required weight. Measuring devices shall be so designed and plainly marked that the weights can be accurately and conveniently verified for the quantities of each component actually being used.

Cement in standard packages (sack) need not be weighed, but bulk cement shall be weighed. The mixing water shall be measured by weight or by volume. The water measuring device shall be accurate to within 1%.

When the aggregates contain more water than the quantity necessary to produce a saturated surface-dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.

601.07 Mixing Concrete. Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.

The concrete shall be mixed only in the quantity required for immediate use. Concrete that has developed an initial set shall not be used. Re-tempering concrete will not be permitted.

Mixers and agitators shall not be charged in excess of the manufacturer's rated capacity. Concrete shall be delivered and discharged from the truck mixer or agitator into the forms within 1½ hours after the introduction of the mixing water to the cement. In hot weather, or under other conditions contributing to quick setting of the concrete, the maximum allowable time may be reduced by the Engineer/City Engineer. Each mixture shall be accompanied by a truck ticket issued at the batch plant. This ticket shall include 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.

Plants and transit mix trucks shall be equipped with adequate water storage and a device for accurately measuring and controlling the amount of water used in each batch.

Truck mixers shall be capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass, and of discharging the concrete within the specified range of consistency. The concrete shall be mixed not less than 70 nor more than 100 revolutions of the drum or blades at the rate of rotation specified by the manufacturer as the mixing speed. The pick-up and throw-over blades in the drum of all mixers shall be maintained in satisfactory condition to assure thoroughly mixed concrete.

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If additional mixing water is required to maintain the specified slump, approximately 20 revolutions of the mixer drum at mixing speed shall be required before discharge of any concrete. No additional water shall be added without approval of the Engineer/City Engineer.

601.08 Handling and Placing Concrete.

(a) General. The Contractor shall provide sufficient supervision, manpower, equipment, tools, and materials and shall assure proper production, delivery, placement, and finishing of the concrete for each placement in accordance with the specifications.

The time interval between batches of concrete in a continuous placement shall not exceed 20 minutes. The minimum placement rate shall be 20 cubic yards per hour in bridges, box culverts, and retaining walls.

In preparation for the placing of concrete, construction debris and extraneous matter shall be removed from the interior of forms. Struts, stays, and braces, serving temporarily to hold the forms in correct shape and alignment pending the placing of concrete, shall be removed when the concrete placement has reached an elevation rendering their service unnecessary.

(b) Conveying. Concrete shall be placed to avoid segregation of the materials and the displacement of the reinforcement. The use of long troughs, chutes, and pipes for conveying the concrete to the forms will be permitted only when authorized by the Engineer/City Engineer. In case an inferior quality of concrete is produced by the use of such conveyors, the Contractor shall cease the use of that conveyor until such corrections in procedure are made to insure work of the quality specified.

Open troughs and chutes shall be of metal or metal lined. Where steep slopes are required, the chutes shall be equipped with baffles or be in short lengths that reverse the direction of movement. Aluminum chutes, troughs, and pipes shall not be used for depositing concrete.
Chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

When placing operations involve dropping the concrete more than 5', it shall be deposited through approved pipes. Walls of 10" thickness or less may be placed without the use of pipes, provided the concrete can be placed without segregation.

(c) Placing. Concrete shall be placed in horizontal layers not more than 18" thick except as hereinafter provided. When less than a complete layer is placed, it shall be terminated in a vertical bulkhead. Each layer shall be placed and consolidated before the preceding batch has taken initial set to prevent injury to the green concrete and avoid surfaces of separation between the batches. Each layer shall be consolidated so as to avoid the formation of a construction joint with a preceding layer that has not taken initial set.

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Concrete in footings shall be placed in the dry unless natural conditions prohibit. In that case, concrete shall be placed in accordance with Subsection 601.10. In order to separate water from the concrete, it will be permissible to utilize polyethylene sheeting or tarpaulins to maintain a physical barrier between the water and the concrete.

When the placing of concrete is temporarily discontinued, the concrete, after becoming firm enough to retain its form, shall be cleaned of laitance and other objectionable material to a sufficient depth to expose sound concrete. To avoid visible joints as far as possible upon exposed faces, the top surface of the concrete adjacent to the forms shall be smoothed with a trowel. Where a "feather edge" might be produced at a construction joint, an inset form shall be used to produce an edge thickness of not less than 6 inches.

Immediately following the discontinuance of placing concrete, accumulations of mortar splashed upon the reinforcing steel and the surfaces of forms should be removed. Dried mortar chips and dust shall not be puddled into the concrete. If the accumulations are not removed prior to the concrete becoming set, care shall be exercised not to damage or break the concrete-steel bond at or near the surface of the concrete while cleaning reinforcing steel.
After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcing bars.

Concrete in walls and top slabs of box culverts shall not be placed less than 24 hours after the concrete in previous placements has set. Provision shall be made for bonding the walls to the bottom slab or footing and the top slab to the walls by means of roughened longitudinal keys. Before concrete is placed in the walls or top slabs, the bottom slab, footing, or walls shall be thoroughly cleaned of extraneous material. No horizontal construction joints will be allowed in any wall of a box culvert unless provided on the plans or approved by the Engineer/City Engineer.

(d) Consolidating. All concrete, during and immediately after depositing, shall be thoroughly consolidated. This shall be accomplished by mechanical vibration subject to the following provisions:

1) The vibration shall be internal unless special authorization of other methods is given by the Engineer/City Engineer.
2) Vibrators shall be of a type and design approved by the Engineer/City Engineer. They shall be capable of transmitting vibration to the concrete at rated frequencies of not less than 4500 impulses per minute.
3) The intensity of vibration shall be such as to visibly affect a mass of concrete over a radius of at least 18 inches.
4) The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms and shall have in reserve at all times sufficient vibratory equipment to guard against shut down of the work because of the failure of the equipment in operation.
5) Vibrators shall be manipulated to thoroughly work the concrete around the reinforcement and embedded fixtures and into the corners and angles of the forms.

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6) Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. The vibrators shall be inserted and withdrawn out of the concrete slowly. The vibration shall be of sufficient duration and intensity to thoroughly consolidate the concrete, but shall not be continued so as to cause segregation. Vibration shall not be continued at any one point to the extent that localized areas of grout are formed. Application of vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration is visibly effective.

7) Vibration shall not be applied directly or through the reinforcement to sections or layers of concrete that have hardened to the degree that the concrete ceases to be plastic under vibration. It shall not be used to make concrete flow in the forms over distances so great as to cause segregation, and vibrators shall not be used to transport concrete in the forms.

8) Vibration shall be supplemented by such spading as is necessary to ensure smooth surfaces and dense concrete along form surfaces and in corners and locations impossible to reach with the vibrators.

These provisions shall apply to precast products except that, if approved by the Engineer/City Engineer, the manufacturer's methods of vibration may be used.

601.09 Pumping. Concrete may be placed by pumping. The equipment for pumping shall be arranged and operated so that no vibrations result that might damage freshly placed concrete.

The Contractor will be permitted to furnish coarse aggregate for concrete that is to be pumped in a size smaller than that specified provided that a suitable mix can be produced that will conform to the requirements for the class specified.

Where concrete is conveyed and placed by mechanically applied pressure, the equipment shall be adequate in capacity for the work. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients.

Concrete for slump and air content requirements shall be obtained at the discharge end of the pipe.

The use of aluminum pipe as a conveyance for the concrete will not be permitted.

601.10 Depositing Concrete Under Water. Concrete shall not be deposited in water except when shown on the plans or with the approval of the Engineer/City Engineer. No concrete shall be placed underwater without an approved mix design which meets the ARDOT requirements for Seal Concrete.

The supply of concrete shall be maintained at the rate necessary to raise the elevation over the entire seal by a minimum of 1' per hour or an approved retarder shall be used as necessary for lesser placement rates.

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For parts of structures under water, seal concrete shall be placed continuously from start to finish. The surface of the concrete shall be kept as nearly horizontal as practicable. The Contractor shall provide equipment and personnel to sound the top of the seal in the presence of the Inspector in order to verify the location of the seal at all times. Previously placed seal concrete shall not have taken its initial set prior to the placement of adjacent concrete.

Concrete shall be carefully placed by means of a tremie or other approved method. Still water shall be maintained at the point of deposit. Concrete shall be deposited in such a manner that the planned horizontal concrete flow shall be no more than 15 feet.

A tremie shall consist of a tube having a diameter of not less than 10", constructed in sections having flanged couplings fitted with gaskets and an approved foot valve. The tremie shall be supported so as to permit rapid lowering when necessary to retard or stop the flow of concrete. The discharge end shall be closed at the start of the work so as to prevent water from entering the tube and shall be entirely sealed. The tremie tube shall be kept sufficiently full to prevent the loss of the concrete seal. When a batch is dumped into the tube, the flow of concrete shall be induced by slightly raising the discharged end, always keeping it in the deposited concrete. If at any time the seal is lost, the tremie shall be raised, the discharge end closed for a new start, and then lowered into position with the discharge end in the previously deposited concrete. Aluminum tremies will not be permitted.

Dewatering may proceed when the seal concrete has been allowed to cure for a minimum of 72 hours at a water temperature above 45° F. All laitance or other unsatisfactory materials shall be removed from the exposed surfaces that are to support other structural loads.

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601.11 Joints.

(a) Construction joints. Construction joints shall be made only where located on plans or shown in the placement schedule, unless otherwise approved by the Engineer/City Engineer.

The placing of concrete shall be carried continuously from joint to joint. The face edges of all joints that are exposed to view shall be carefully finished true to line and elevation.

The surface of the hardened concrete shall be roughened in a manner that will not leave loosened particles of aggregates or damaged concrete at the surface. It shall be thoroughly cleaned of foreign matter and laitance and saturated with water.

If not detailed on the plans, or in the case of emergency, construction joints shall be placed as directed by the Engineer/City Engineer. Shear keys or inclined reinforcement shall be used where necessary to transmit shear or bond the two sections together. When shear keys or inclined reinforcement is not provided, the concrete shall be roughened as directed.

(b) Expansion and Fixed Joints. Joints shall be constructed according to the details shown on the plans.

1) **Open Joints.** Open joints shall be placed in the locations shown on the plans and shall be constructed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material. The insertion and removal of the template shall be accomplished without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint unless specified on the plans.
2) **Filled Joints.** Poured expansion joints shall be constructed similar to open joints. When premolded types are specified, the filler shall be in the correct position when the concrete on the second side of the joint is placed. An approved joint sealer meeting the requirements of Subsection 601.11(d) is required in addition to the joint filler. The cavity for the sealer shall be formed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material.

All faces of the joint to be sealed shall be thoroughly cleaned by sand blasting, water blasting, or other approved methods prior to placing the joint seal material.

Preformed expansion joint filler, non-extruding and resilient types, shall meet the requirements of AASHTO M 153. Type 2 (sponge rubber) shall be required to have a minimum expansion of 125% and be within ± 0.1" of the specified plan thickness.

Other types of joint fillers may be allowed if approved by the Engineer/City Engineer.

(c) Contraction Joints. Contraction joints shall be constructed according to the dimensions specified in the plans and these specifications. The joints shall continue continuously across the full width of the concrete surface. Contraction joints shall be 1/8" to 3/8" wide and shall extend to a depth equal to ¼ to 1/3 of the thickness of the concrete being placed. All contraction joints shall be sealed with an approved sealant meeting the requirements of Subsection 601.11(d) for types 3, 4 or 5.

(d) Joint Materials. Materials for filling and sealing joints shall be as shown on the plans and shall comply with the following requirements, as applicable:

Type 1. A joint filler that is a uniform mixture of sawdust and asphalt material in the proportion of one part asphalt to four parts sawdust, by volume. Asphalt material used shall be either MC-250 or SS-1. When this material is specified, the joint shall be filled to within 25 mm (1") of the pavement surface. The top 1" shall be sealed with a material complying with the requirements of AASHTO M 173.

Type 2. A joint filler that is preformed, non-extruding, and resilient type, complying with AASHTO M 153 Type I (sponge rubber).

The material for filling and sealing longitudinal, warping, contraction, and other specified joints shall be as shown on the plans and shall comply with the following requirements:

1) Backer rod filler for Types 3, 4, and 5 joint shall be of resilient material approximately 3 mm (1/8") larger in diameter than the width of the joint to be sealed. All components of

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the joint sealant system, including the backer rod, shall be compatible. No bond shall occur between the backup material and the sealant system for types 3 and 4 joint sealer.

Type 3. A joint sealer that is a one part silicone formulation that does not require a primer for bond to concrete. The compound shall be compatible with concrete. Acetic acid cure sealants are not acceptable. The material shall be one that has been approved by the Engineer.

Type 4. A joint sealer that is a one part silicone formulation that does require a primer for bond to concrete. The compound shall be compatible with concrete. Acetic acid cure sealants are not acceptable. The material shall be one that has been approved by the Engineer.

Type 5. A joint sealer that is a hot poured elastomeric joint sealant. The material shall comply with AASHTO M 282. The appendix of that specification shall be considered a part of this specification.

Type 6. A joint sealer that is a 2 component, cold poured, synthetic polymer, complying with ASTM D 1850 with the exception of penetration, which shall not exceed 100, and resilience, both original cured sample and oven aged, which shall be a minimum of 70%.

Type 7. A joint sealer that is a hot poured elastic type complying with AASHTO M 173.

601.12 Forms. Forms shall be mortar-tight and of sufficient rigidity to prevent distortion due to the pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage of the lumber.

The forms shall be substantial and unyielding and shall be so designed that the finished concrete will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.

Forms for exposed surfaces shall be made of dressed lumber or plywood of uniform thickness, steel, or other approved materials that will provide a smooth surface, and shall be mortar-tight. Forms shall have a ¾" chamfer at all sharp corners unless otherwise directed. In the case of projections, such as girders and copings, forms shall be given a bevel or draft to insure easy removal.

Metal snap-ties within the forms shall be so constructed as to permit their removal to a depth of at least 1" from the face of the concrete. Metal inserts or anchorages within the forms shall be so constructed as to permit their removal to a depth of at least 1" from the face of the concrete or be covered by being embedded a minimum of 1" in the concrete. In case ordinary wire ties are permitted, all wires, upon removal of the forms, shall be cut back at least ¼" from the face of the concrete. All cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.

Forms shall be set and maintained true to the line designated until the concrete is sufficiently hardened. Before depositing new concrete on or against concrete that has hardened, the forms

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shall be re-tightened. Forms shall remain in place for the periods specified in Subsection 601.13. When forms appear to be unsatisfactory in any way, either before or during the placing of concrete, the Engineer/City Engineer shall order the work stopped until the defects have been corrected.

The shape, strength, rigidity, watertightness, and surface smoothness of re-used forms shall be maintained at all times. Any warped or bulged lumber must be re-sized before being re-used.

Forms shall be cleaned before being set to line and grade and shall be oiled prior to placing reinforcing steel in the vicinity of the forms. Materials or methods used in oiling the forms shall not result in the discoloration of the concrete.

601.13 Removal of Forms. In the determination of the time for the removal of forms and the discontinuance of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix.

Removal of forms shall be in accordance with the following schedule:

Item	Minimum Time	Strength Requirement
Top Slabs of RC Box Culverts	7 days	80% Specified
Forms for Columns and Vertical Walls	24 hours	N /A
Side Forms for Parapets, Median Barriers, and Curb Faces	6 hours	N/A

Forms on surfaces that will require a Class 2 finish in accordance with Subsection 601.16 shall be removed at the earliest time permitted under these Specifications in order to begin finishing operations.

Forms and their supports shall not be removed without the approval of the Engineer/City Engineer. Supports shall be removed in such a manner as to permit the concrete to uniformly and gradually take the stresses due to its own weight. Methods of form removal likely to cause overstressing of or damage to the concrete shall not be used.

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601.14 Weather and Temperature Limitations.

(a) Hot Weather. When the internal temperature of the plastic concrete reaches 85° F, the Contractor shall take the necessary precautions to ensure that the temperature of succeeding batches does not exceed 90° F. Concrete batches with temperatures in excess of 90° F will be rejected. The method used to control the concrete temperature shall be approved in writing by the Engineer. The temperature of the plastic concrete shall be determined immediately prior to its being deposited in the forms by inserting a thermometer to a depth consistent with the capabilities of the thermometer being used to obtain a true reading. Prior to beginning placement, the Contractor shall insure that sufficient materials, labor, and equipment are available during placement to implement the previously approved cooling process.

(b) Cold Weather. Concreting operations will not be permitted when a descending air temperature falls below 40° F nor resumed until an ascending air temperature reaches 35° F without specific authority from the Engineer/City Engineer. Under no circumstances will the placing of concrete on a frozen subgrade be permitted. No concrete shall be placed unless the temperature of the concrete is more than 50° F when placed. If heating of the ingredients is necessary to meet this criterion, it shall be accomplished by a method such as dry heat or steam and not by direct flame. Water shall not be heated to more than 180° F, and shall be combined with the aggregate before the addition of cement. Frozen aggregates may not be used.

After concrete is placed, it shall be protected by insulated forms, blankets, enclosing and heating, and/or any other method approved by the Engineer/City Engineer that will maintain the temperature adjacent to the concrete at a minimum of 50° F for at least 5 days. Concrete that has been frozen or damaged due to weather conditions shall be removed and replaced by the Contractor at no cost to the City.

(c) Protection Against Rain. In order that concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor shall have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood planks having a nominal thickness of not less than 2" and a nominal width of not less than the thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as burlap or cotton mats, or plastic sheeting material for the protection of the surface of the pavement. When rain appears imminent, all paving operations shall stop and all available personnel shall begin protection of the sides of the pavement and covering the surface of the unhardened concrete with the protective covering. Any surface finish damaged by rain shall be repaired or replaced to the satisfaction of the City at no cost to the City.

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601.15 Curing Concrete.

(a) Materials. Materials used in curing concrete shall conform to one of the following types:
Burlap-polyethylene sheeting shall meet the requirements of AASHTO M 171.

Polyethylene sheeting shall meet the requirements of AASHTO M 171.

Copolymer/synthetic blanket shall meet the requirements of AASHTO M 171. Copolymer/synthetic blankets shall be a composite of a copolymer membrane material coated over a layer of absorbent nonwoven synthetic fabric weighing at least 6 ounces per square yard, uniform in appearance, and free from visible defects.

Other approved sheeting materials shall meet the requirements of AASHTO M 171.

Membrane curing compound shall meet the requirements of AASHTO M 148, Type 1-D or Type 2.

(b) Application. The exposed concrete, immediately after finishing, shall be covered with one of the curing materials listed above and shall be kept continuously and thoroughly wet for a period of not less than 5 days after the concrete is placed. Membrane curing does not require the application of additional moisture.

Membrane curing compound shall not be used on surfaces requiring a Class 2 finish.

When membrane curing is used, the exposed concrete shall be thoroughly sealed by applying the membrane curing solution immediately after the free water has left the surface. The concrete inside the forms shall be sealed immediately after the forms are removed and necessary finishing has been done. For uniform application in the field on vertical concrete surfaces, the specified rate of application may be achieved by two coats applied at an interval of approximately 1 hour.

The Contractor shall provide satisfactory equipment and means to properly control and assure the direct application of the curing solution on the concrete surface so as to result in a uniform coverage at the rate of 1 gallon for each 125 square feet of area.

If rain falls on the newly coated concrete before the film has dried sufficiently to resist damage, or if the film is damaged in any other manner, a new coat of the solution shall be applied to the affected portions equal in curing value to that specified above.

601.16 Finishing Concrete Surfaces. Surface finishes shall be classified as follows:

Class 1. Ordinary Surface finish.
Class 2. Rubbed finish.
Class 3. Sprayed finish.
Class 4. Exposed Aggregate finish.
Class 5. Tined Surface finish.
Class 6. Broomed finish.
Class 7. Grooved finish.

All concrete shall be given a Class 1, Ordinary Surface Finish. In addition, if further finishing is required, such other types of finish will be as specified herein.

Payment for finishes will be considered a part of the applicable item of concrete used.

The following surfaces shall be given a Class 2 finish except when a Class 3 finish is specified in the plans:

1) Exposed surfaces of retaining walls and box culvert wingwalls, surfaces of concrete rails, rail posts, rail end posts, rail bases, and parapets, including the outside face.
2) At the option of the Contractor, a Class 3 finish may be used on all surfaces requiring a Class 2 finish provided the same class of finish is used on the entire job.
3) Sidewalks, curbs, exposed horizontal surfaces of inlets and junction boxes, and exposed horizontal faces of miscellaneous concrete items shall be given a Class 6 finish.
4) Concrete pavement surfaces shall be given a Class 5 finish.

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The various classes of surface finish are defined as follows:

(1) Class 1, Ordinary Surface Finish. Immediately following the removal of forms, fins and irregular projections shall be removed from all surfaces except from those that are not to be exposed or are not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been thoroughly saturated with water, shall be carefully pointed and trued with a mortar of cement and fine aggregate mixed in the proportion of 1:2. Mortar used in pointing shall be not more than 1 hour old. The concrete shall then be rubbed or sprayed, if required, and cured as specified under Subsection 601.15. Construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

The resulting surfaces shall be true and uniform. Repaired surfaces, the appearance of which is not satisfactory to the City, shall be rubbed as specified under Class 2 finish.

Exposed surfaces not protected by forms shall be struck off with a straightedge and finished with a wood float to a true and even surface. The use of additional mortar to provide a plastered or grout finish will not be permitted.

The tops of caps in the area of the bridge seat shall be finished with a steel trowel or by grinding to a smooth finish and true slope at the proper elevation.

(2) Class 2, Rubbed Finish. After removal of forms, the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work the concrete shall be thoroughly saturated with water. Sufficient time shall have elapsed before the wetting down to allow the mortar used in the pointing of rod holes and defects to thoroughly set. Surfaces to be finished shall be rubbed with a medium coarse carborundum stone, using a small amount of mortar on its face. The mortar shall be composed of cement and fine sand mixed in proportions used in the concrete being finished. Rubbing shall be continued until form marks, projections, and irregularities have been removed, voids filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.

After concrete above the surface being treated has been cast, the final finish shall be obtained by rubbing with a fine carborundum stone and water. This rubbing shall be continued until the entire surface is of a smooth texture and uniform color.

After the final rubbing is complete and the surface has dried, it shall be rubbed with burlap to remove loose powder and shall be left free from all unsound patches, paste, powder, and objectionable marks.

(3) Class 3, Sprayed Finish. The material furnished for sprayed finish shall be a commercial paint type texturing product produced specifically for this purpose, and shall consist of a synthetic non-alkyd resin containing mica, perlite, non-biodegradable fibers, and durable tinting pigments. The material shall be approved by the City. Unless otherwise specified in the Contract,

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the color of the sprayed finish shall be concrete gray, equal or close to Shade 36622 of the Federal Color Standard 595 A.

Surfaces to be coated shall be free from efflorescence, flaking, coatings, dirt, oil, and other foreign substances. The sprayed finish shall not be applied over surfaces cured with membrane curing compound until 30 days has elapsed from application of the membrane. Prior to application of spray finish, the surfaces shall be free of moisture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

The spray finish shall be applied at a rate as recommended by the manufacturer and as approved by the Engineer/City Engineer. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application.

The completed finish shall be tightly bonded to the structure and shall present a uniform appearance and texture equal to or better than that required for rubbed finish. If necessary, an additional coat or coats shall be applied to produce the desired surface texture and uniformity. Upon failure to adhere positively to the structure without chipping or cracking, or to attain the desired surface appearance, the coating shall be removed from the structure and the surface given a rubbed finish, or another approved finish satisfactory to the City.

(4) Class 4, Exposed Aggregate Finish. This type of finish shall be produced by scrubbing the surface of green concrete with stiff wire or fiber brushes, using a solution of muriatic acid in the proportion of 1 part acid to 4 parts water, or by sand blasting, until the cement film or surface is completely removed and the aggregate particles are exposed. The amount of aggregate exposure will be specified on the plans or designated by the Engineer/City Engineer. Any surface treated with muriatic acid shall be thoroughly washed with water to which a small amount of ammonia has been added to remove all traces of the acid. The resulting surface shall be an even pebbled texture.

(5) Class 5, Tined Roadway Surface Finish. The concrete roadway surface shall be given a finish with a burlap drag, followed by tining.

The surface shall be finished by dragging a seamless strip of damp burlap over the full width of the roadway surface. The burlap drag shall consist of sufficient layers of burlap and have sufficient length in contact with the concrete to slightly groove the surface, and shall be moved forward with a minimum bow of the lead edge. The drag shall be kept damp, clean, and free of particles of hardened concrete.

The final finish shall be accomplished by using the drag finish as described above with the further application of a metal tine finishing device. The tine shall be approximately 0.032" by 0.125" of steel flat wire, 2" to 5" in length, and spaced on ½" to ¾" centers. The grooves produced in the concrete shall be substantially from 1/8" to 3/16" in depth. The grooves shall be transverse to the centerline of the surface. The metal tine device shall be operated by approved mechanical or manual means. Other texturing equipment may be approved by the Engineer/City Engineer provided it produces a texture equivalent to that produced by the metal tine.

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The tining shall be terminated with a transition in depth 18" from the gutter line. The outer 18" of the tined surface shall receive a Class 6, broomed finish.

(6) Class 6, Broomed Finish. After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board, floated, and broomed. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than ¼" under a 10' straightedge. The surface shall have a granular or matte texture.

(7) Class 7, Grooved Finish. The roadway surface shall be grooved perpendicular to the centerline with grooves extending across the slab to within 18" of the gutter line. The grooves shall be cut using a mechanical sawing device that will leave grooves 1/8" to 3/16" in depth and spaced on ½" to ¾" centers.

Section 602. Reinforcing Steel

602.01 Description. This item shall consist of reinforcing steel and miscellaneous accessories of the quality, type, size, and quantity designated, which shall be furnished and placed in concrete according to these specifications and in conformity with the details shown on the plans, or as directed.

602.02 Materials.

(a) Bar Reinforcement. Bar reinforcement for concrete in sizes up to and including #18 shall conform to the requirements of AASHTO M 31 or M 53.

(b) Wire and Wire Fabric. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 32 or M 225.

(c) Bar Mat Reinforcement. Bar mat reinforcement for concrete shall conform to the requirements of AASHTO M 54.

(d) Epoxy Coating. When specified, reinforcing steel bars shall be coated according to AASHTO M 284 using a coating material that meets the requirements of Annex A1 of AASHTO M 284.

The Contractor shall supply to the Engineer a written certification that properly identifies the number of each batch of coating material used in the order; the material, quantity represented, date of manufacture, and name and address of the manufacturer; and a statement that the supplied coating material meets the requirements of Annex A1 of AASHTO M 284.

Patching material, compatible with coating material, inert in concrete, and meeting the requirements of Annex A1 of AASHTO M 284, shall be provided by the epoxy coating manufacturer.

602.03 Bar Lists and Bending Diagrams. All reinforcing steel shall be fabricated to conform to the details shown on the plans. Pins used for bending reinforcing steel shall be equal to or larger than that shown on the plans. Bar lists and bending diagrams for reinforcing steel and

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bar supports will not be reviewed or approved by the Engineer. The Contractor shall be responsible for the accuracy of the fabricated reinforcing steel.

602.04 Fabrication. Bar reinforcement shall be bent to the shapes shown on the plans.

Bars shall be bent cold, unless otherwise permitted by the Engineer. No bars partially embedded in concrete shall be field bent, except as shown on the plans or specifically permitted by the Engineer.

Radii for bends shall be as shown on the plans. When not shown on the plans, radii bends on the inside of bars shall be as specified below:

Bar Number	Minimum Radii
Stirrups and Ties	4 bar diameters
3,4,5,6,7, or 8	6 bar diameters
9,10, or 11	8 bar diameters
14 or 18	10 bar diameters

The Engineer/City Engineer or his representative shall have free access to the shop for inspection, and every facility shall be extended to him for this purpose. On a random basis, samples of bars, other than the additional test bars, may be taken by the Engineer.

Epoxy coating applicators shall be CRSI certified. The Contractor shall inform the Engineer, in writing, at least 10 days prior to performing any of the cleaning or coating operations. The Contractor shall furnish to the Engineer the coating applicator's certification certifying that all materials used, the preparation of the bars, coating, and curing were done according to these specifications and that no bars contain more than six holidays per yard. The certification shall include or have attached specific results of tests of coating thickness and flexibility of coating.

602.05 Shipping, Handling, and Protection of Material. Bar reinforcement shall be shipped in standard bundles, tagged and marked according to the *Code of Standard Practice* of the Concrete Reinforcement Steel Institute.

Steel reinforcement shall be protected from damage. When placed in the work, it shall be free from dirt, detrimental rust or scale, paint, oil, or other foreign substance. Steel reinforcement shall be stored above the ground on skids, platforms, or other supports. Epoxy coated reinforcing steel that is not incorporated into the work within 90 calendar days after delivery to the project shall be protected from exposure to the sun.

Epoxy coating damaged during fabrication, shipping, or installation shall be repaired according to AASHTO M 284. Damaged areas less than 0.10 square inch need not be repaired but all areas larger than 0.10 square inch shall be repaired. The maximum amount of damage shall not exceed 2% of the surface area of each bar. All damaged areas shall be repaired according to the manufacturer's instructions. Repairs will be required on all sheared or cut ends of bars, end areas left bare during the coating process, and any areas where the entire coating is removed. All

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repairs shall be completed as soon as practicable and, in the case of bare end areas and sheared ends, before visible oxidation of the surface occurs. Epoxy coated bars shall not be flame cut.

The Contractor shall exercise caution when placing and vibrating concrete to prevent any damage to epoxy coated bars. In order to prevent the vibrator from damaging the coated bars, the head shall be covered with a sheet of rubber or a similar material as approved by the Engineer/City Engineer.

602.06 Placing and Fastening. Steel reinforcement shall be accurately placed in the positions shown on the plans and firmly held during the placing and setting of concrete. Bars shall be tied at all intersections except where spacing is less than 12" in each direction, in which case alternate intersections shall be tied. Bundled bars shall be tied together at not more than 6' centers.

Bar positions or clearances from the forms shall be maintained by means of stays, ties, hangers, or other approved devices. Reinforcing steel shall not be welded unless detailed on the plans or authorized in writing by the Engineer. Metal bar supports that are in contact with the exterior surface of the concrete shall have protection conforming with the CRSI Specifications, Class 1 for Plastic Protected Bar Supports or Class 2 for Stainless Steel Bar Supports, with the further provision that the plastic protection may be applied either by a dipping operation or by the addition of premolded plastic tips to the legs of the supports. Epoxy Coated Bar Supports that are coated according to the provisions of AASHTO M 284 using a coating material meeting the requirements of Annex A1 of AASHTO M 284 may be substituted for Plastic Protected Bar Supports or Stainless Steel Bar Supports. All high chairs and bar bolsters shall be metal. Any bar supports that deform under foot traffic or other construction activities shall not be used.

When concrete is to rest on an excavated surface, layers of bars shall be supported above the surface by metal chairs or by precast mortar or concrete blocks. The use of rocks, pieces of stone or brick, pipe, wooden blocks, or chunks of concrete will not be permitted as bar supports or spacers.

Reinforcement shall be placed by the Contractor and inspected and approved by the Engineer/City Engineer before the placing of concrete begins. Concrete placed in violation of this provision may be rejected and removal required. Unless otherwise shown on the plans, the spacing of supports shall conform to the recommendations of CRSI.

Epoxy coated bars shall be placed on plastic coated or epoxy coated metal supports and shall be held in place by use of plastic coated tie wires or molded plastic clips especially fabricated for this purpose. Bar supports for epoxy coated bars shall be fully coated metal supports. Epoxy coated bar supports shall be coated according to the provisions of AASHTO M 284 using a coating material meeting the requirements of Annex A1. In placing epoxy coated bars, care shall be maintained to prevent coated bars from being damaged.

After the coated bars are secured to bar supports, a final visual inspection shall be made and all uncoated or damaged areas coated or repaired as required by the Engineer/City Engineer.

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602.07 Splicing. Reinforcing steel shall be furnished in the full lengths specified on the plans. Bars spliced as a result of unforeseen construction conditions or sequences will require the written approval of the Engineer. Splices shall meet the requirements of the current edition of the AASHTO *Standard Specifications for Highway Bridges.*

Secondary reinforcing used for distribution of loads, such as longitudinal bars in box culverts and retaining walls may be lapped 32 bar diameters minimum if bars are #6 or smaller. Primary reinforcing for columns and retaining walls which require splicing as a result of the lowering of footings shall be spliced at the upper end of the original bars. Required lengths of splices for primary reinforcing will be determined by the Engineer.

In lapped splices, the bars shall be placed in contact and fastened together in such a manner as to maintain the minimum distance to the surface of the concrete as shown on the plans.

Sheets of wire fabric or bar mat reinforcement shall overlap each other sufficiently to maintain a uniform strength and shall be securely fastened at the ends and edges. The lap shall be not less than one space of wire fabric or bar.

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DIVISION 700. SPECIAL PROVISIONS

Special Provision 701. AHTD Standard Specifications by Reference

701.01. The standard specifications of the Arkansas Department of Transportation (ARDOT) are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications" or "ARDOT Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.

701.02. The Standard Specifications shall be used for description, quality control and acceptance testing, material specifications, construction methods, method of measurement, and basis of payment unless otherwise specified in the City of Fayetteville Standard Specifications for Street and Drainage Construction.

701.03. The Special Provisions of these Specifications shall be used for the items of work referenced by the Special Provisions.

701.04. Reference in the AHTD Specifications to the "Department" are herein changed to the "Owner".

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Special Provision 702. Overcut Pavement Restoration (ABC Class 7 & Colored Concrete)

702.01 Description. This item shall consist of all materials and labor necessary to restore the area of pavement removed during the construction of the curb and gutter.

702.02 Construction. Class 7 base shall be installed and compacted prior to installing the new curb and gutter. After installation of the curb and gutter, colored concrete shall be placed between the new gutter and the existing pavement to the depth specified on the plans.

702.03 Materials. ABC Class 7 shall be the requirements of Section 401. Concrete shall meet the requirements of Section 601.

702.04 Method of Measurement. Overcut Pavement Restoration (ABC Class 7 & Colored Concrete) will be measured by the linear foot (LF).

702.05 Basis of Payment. The work required by this item will be paid for at the unit price per linear foot (LF). Price shall be full compensation for materials (ABC Class 7 & Colored Concrete) placing and compacting of all materials in accordance with the plans and specifications or as directed by the Engineer, and all other materials, equipment, tools, labor, and incidentals necessary to complete the overcut pavement restoration.

Payment will be made under:

Pay Item	Pay Unit
Overcut Pavement Restoration (ABC Class 7 & Colored Concrete)	LF

Special Provision 703 Remove and Reinstall Apartment Sign (Sugartree Apartment & Townhomes)

703.01 Description. This item shall consist of all materials and labor necessary for the relocation of Sugartree Apartments & Townhomes' sign. The sign may need to be relocated on a temporary basis and then permanently installed in a location on the property as directed by the City and the sign owner. The existing materials should be protected and reused if possible. In the event that the materials are damaged, then like materials or better should be used to reconstruct or repair the sign.

703.02 Method of Measurement. This item will be measured as a lump sum (LS) for the sign relocation.

703.03 Basis of Payment. This item will be paid for as one lump sum. Price shall be full compensation for materials and work necessary for this installation.

Payment will be made under:

Pay Item	Pay Unit
Remove and Reinstall Apartment Sign (SugarTree Apartments & Townhomes)	LS

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Special Provision 704. RCP Concrete Collar

704.01 Description. This item shall consist of all materials and labor necessary to construct the RCP Concrete Collar as indicated on the Drawings and/or as directed by the Engineer.

704.02 Construction. Construction shall comply with Section 601 Cast-in-Place Concrete. Reinforcing Steel shall comply with Section 602.

704.03 Method of Measurement. RCP Concrete Collar will be measured by each (EA) RCP Concrete Collar constructed to the requirements specified on the plans, or as directed by the Owner or Engineer, installed and accepted by the City.

704.04 Basis of Payment. The work required by this item will be paid for at the unit price each (EA). Price shall be full compensation for forming, placing steel, handling and placing concrete, consolidating, removing forms and all other materials, equipment, tools, labor, and incidentals necessary to complete the RCP Concrete Collar Installation.

Payment will be made under:

Pay Item	Pay Unit
RCP Concrete Collar	EA

Special Provision 705. Colored Concrete T-Patch

705.01 Description. This item shall consist of all materials and labor necessary repair the existing asphalt street with a T-Patch as shown in the project details.

705.02 Construction. A minimum of 9 in. of colored concrete shall be placed in the excavated area and let cure for a minimum of 7 days for Class 1 concrete or 24 hrs. for High Early Strength Concrete. While the concrete cures, steel traffic plates shall be installed in accordance with the City of Fayetteville's standard details.

705.03 Method of Measurement. This item will be measured by the square yard (SY) of 9" thick concrete placed. The contractor shall take great care to minimize the amount of T-patch necessary. If the Engineer determines that the excavation and necessary repair is much greater than required for the installation, then payment will only be made for the amount necessary for the trench plus the T-patch.

705.04 Basis of Payment. This item will be paid for by the unit price of square yard (SY) of T-Patch installed. Price shall be full compensation for all excavating, compacting of native material, colored concrete and all other materials and work necessary for this installation.

Payment will be made under:

Pay Item	Pay Unit
Colored Concrete T-Patch	SY

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Special Provision 706. 6" to 4" Roof Drain Extension through Curb

706.01 Description. This item shall consist of all materials and labor necessary to reduce a 6" PVC roof drain to a 4" PVC roof drain and extend through the curb using a Neenah R-3262.

706.02 Construction. Expose the existing 6" PVC roof drain approximately 5-10 ft. behind the back of curb. Locate a competent section of the pipe and make a perpendicular cut. Clean the pipe and primer. Clean, primer and cement a 6" x 4" Sch. 40 PVC reducer and attach it to the existing 6" PVC pipe. Measure and cut a 4" Sch. 40 PVC pipe to fit between the reducer and the Neenah R-3262 (Storm Water Curb Opening) installed in the curb. Clean, primer and cement the 4" Sch. 40 PVC pipe and attach it to the reducer. Backfill and compact around the installed roof drain.

706.03 Method of Measurement. This item will be measured by the lump sum (LS).

706.04 Basis of Payment. This item will be paid for by the unit price lump sum (LS). Price shall be full compensation for all excavating, backfilling, compacting, PVC fittings and pipe, installation of the Neenah R-3262 and all other materials and work necessary for this installation.

Payment will be made under:

Pay Item	Pay Unit
6" to 4" Roof Drain Extension through Curb	LS

CITY OF
FAYETTEVILLE
ARKANSAS

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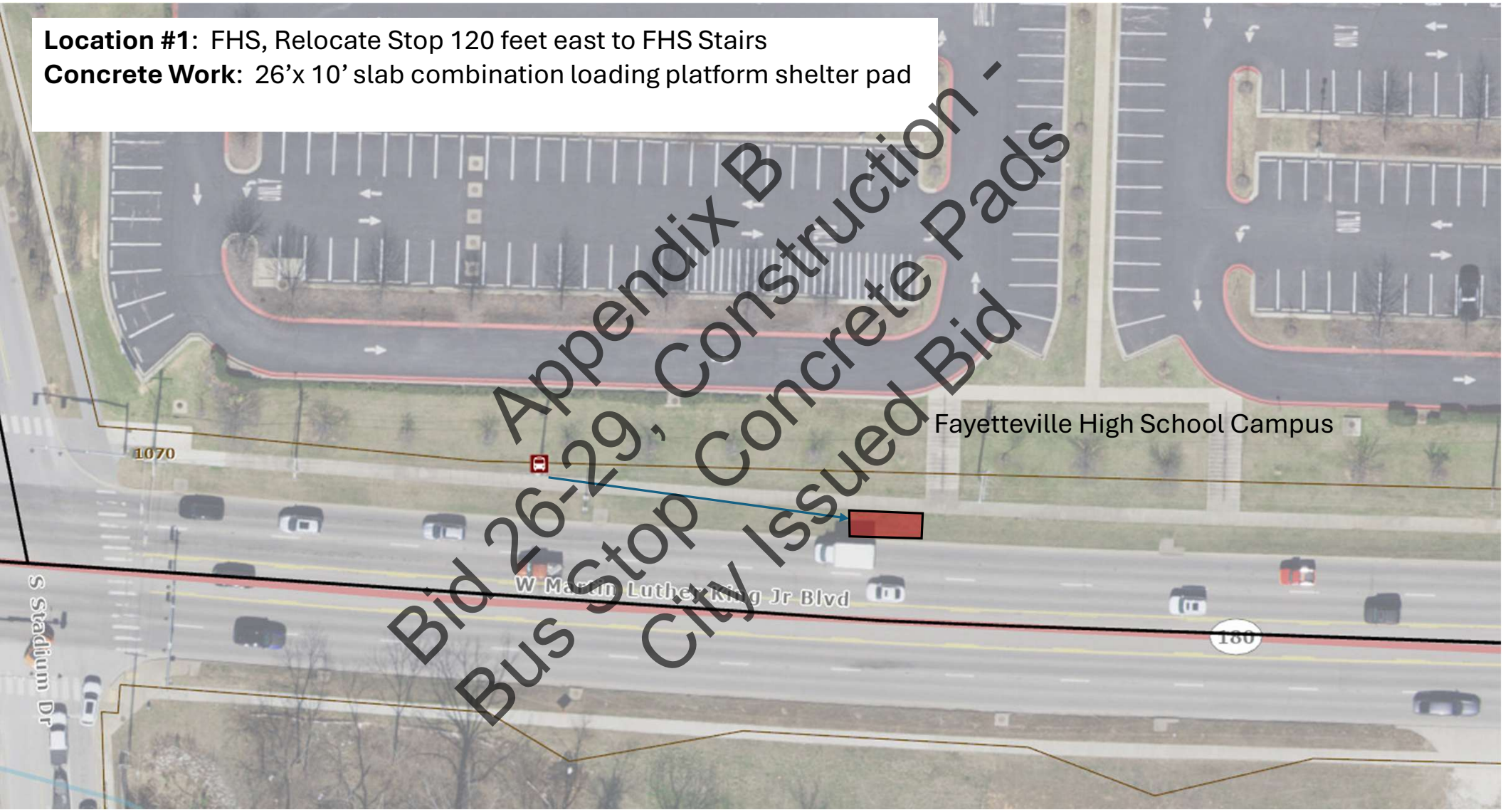
Location #1: FHS, Relocate Stop 120 feet east to FHS Stairs
Concrete Work: 26'x 10' slab combination loading platform shelter pad
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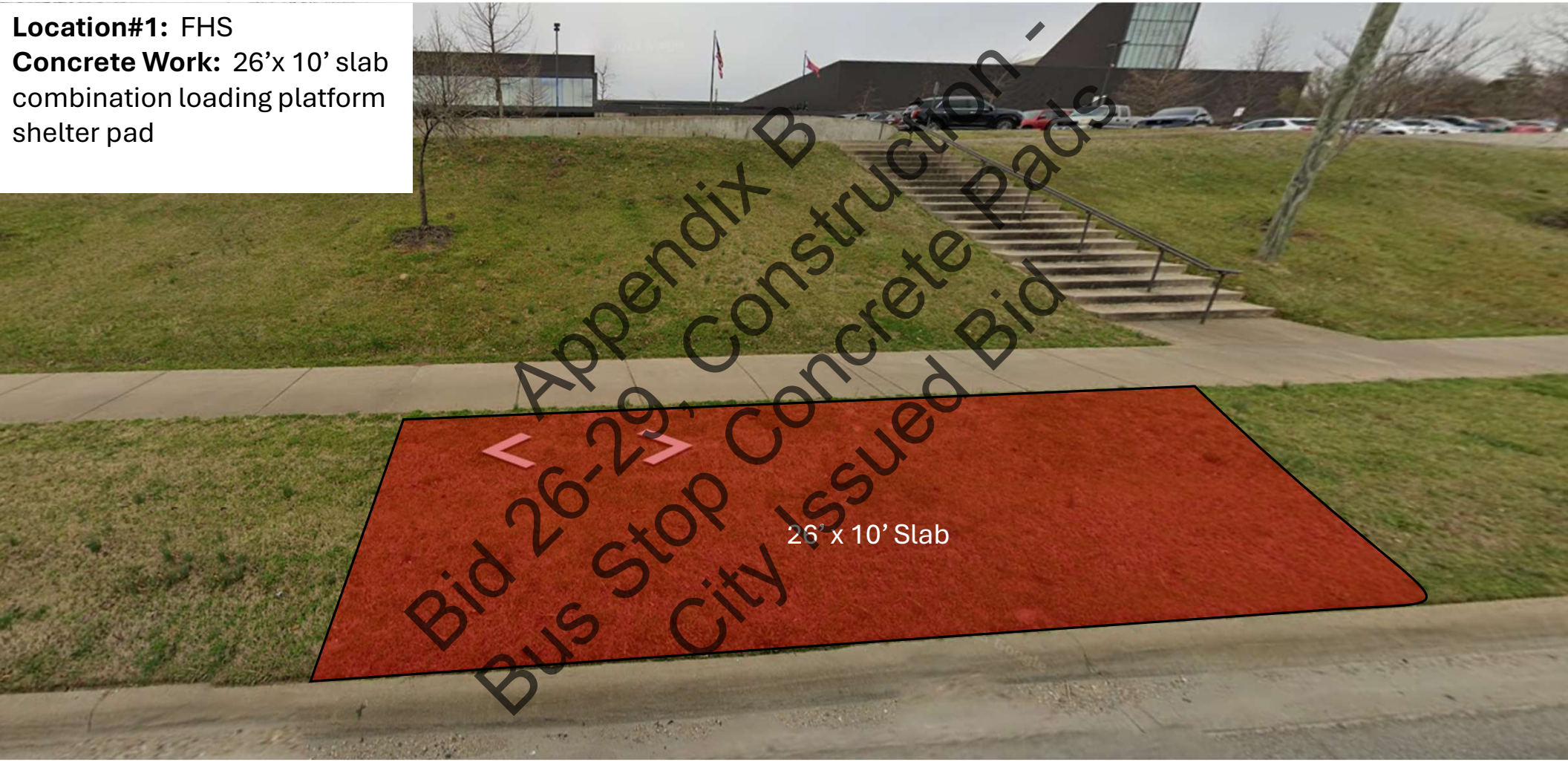
Fayetteville High School Campus
1070
W Martin Luther King Jr Blvd
180
S Stadium Dr

Location#1: FHS
Concrete Work: 26'x 10' slab combination loading platform shelter pad



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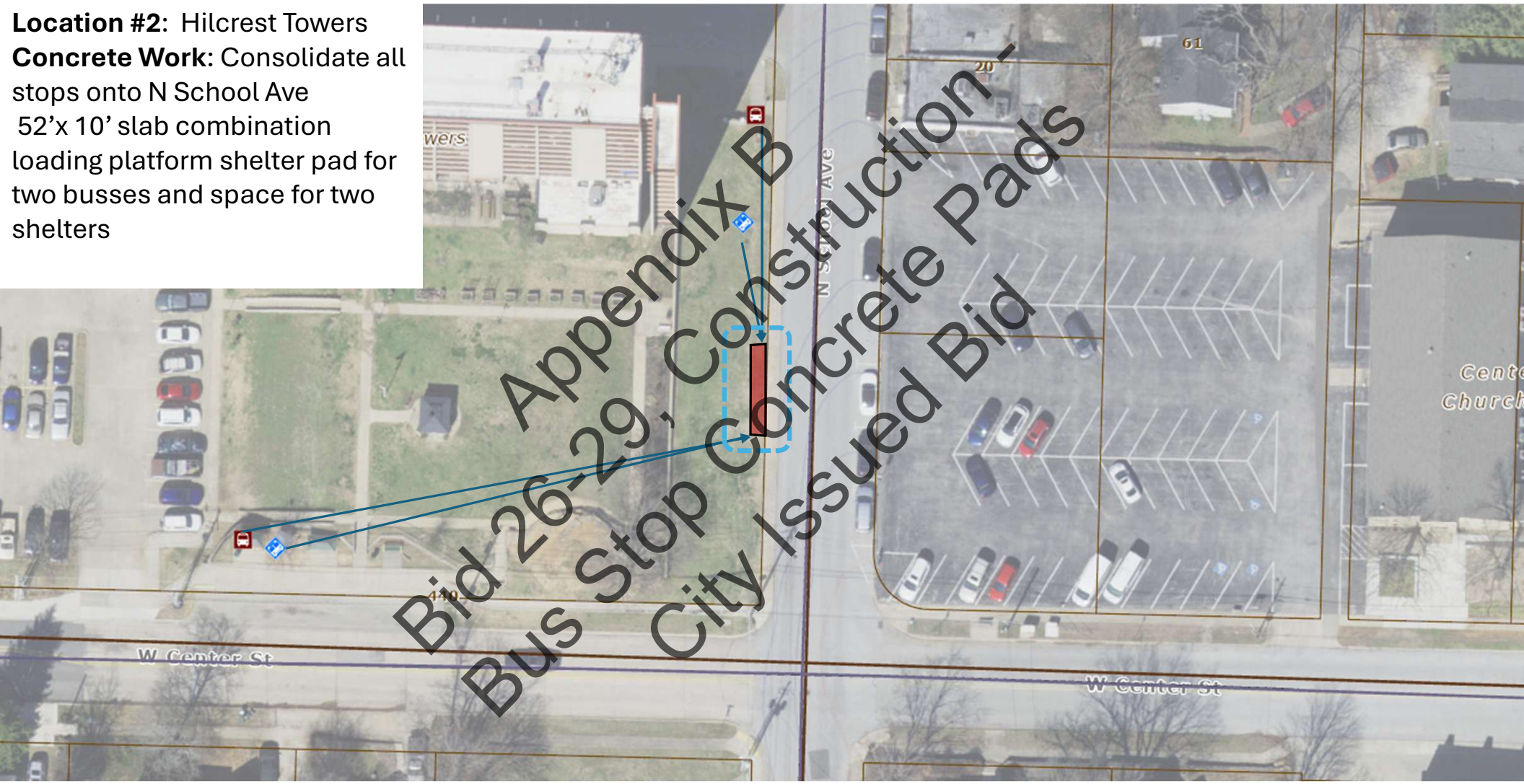
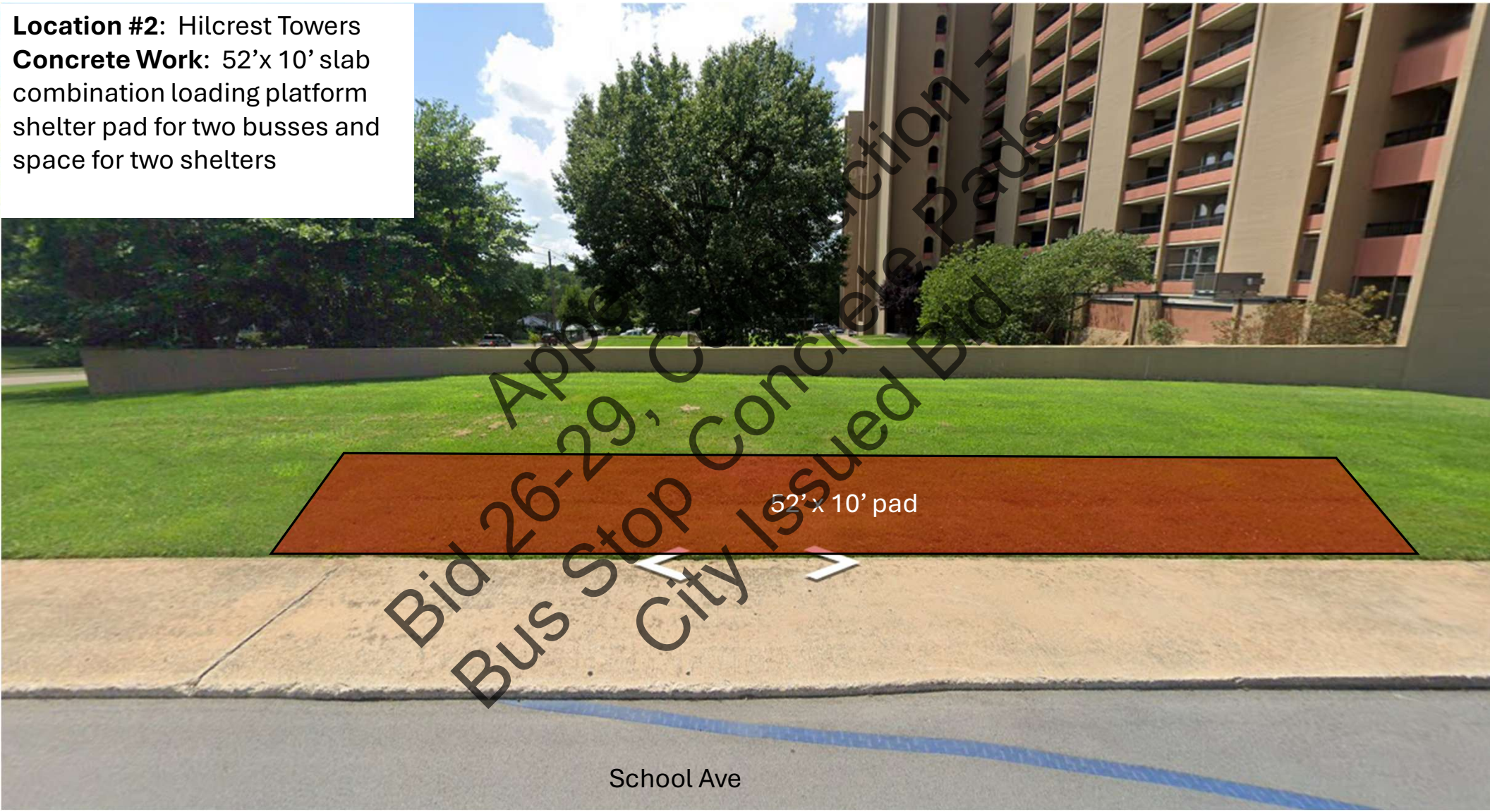
Location #2: Hilcrest Towers
Concrete Work: Consolidate all stops onto N School Ave
52’x 10’ slab combination loading platform shelter pad for two busses and space for two shelters



Location #2: Hilcrest Towers
Concrete Work: 52'x 10' slab combination loading platform shelter pad for two busses and space for two shelters



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Location #3: Whole Foods
Concrete Work: 26'x 10' slab combination loading platform shelter pad

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Location #3: Whole Foods
Concrete Work: 26'x 10' slab combination loading platform shelter pad
CHIPOTLE
WHOLE FOODS
CAVA
26'x10'
College Ave
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Location #4: Longview , relocate to south to E Harold
Concrete Work: 26'x 8' loading platform 15'x12' shelter pad

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Location #4: Longview
Concrete Work: 26'x 8' loading platform 15'x12' shelter pad
SUSHI KJ KOREAN BBQ
15'x12'
26'x8'
College Ave
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Location #5: Dickson and College move existing stop 80 feet north

Concrete Work: 8’ x15’’ slab platform shelter pad

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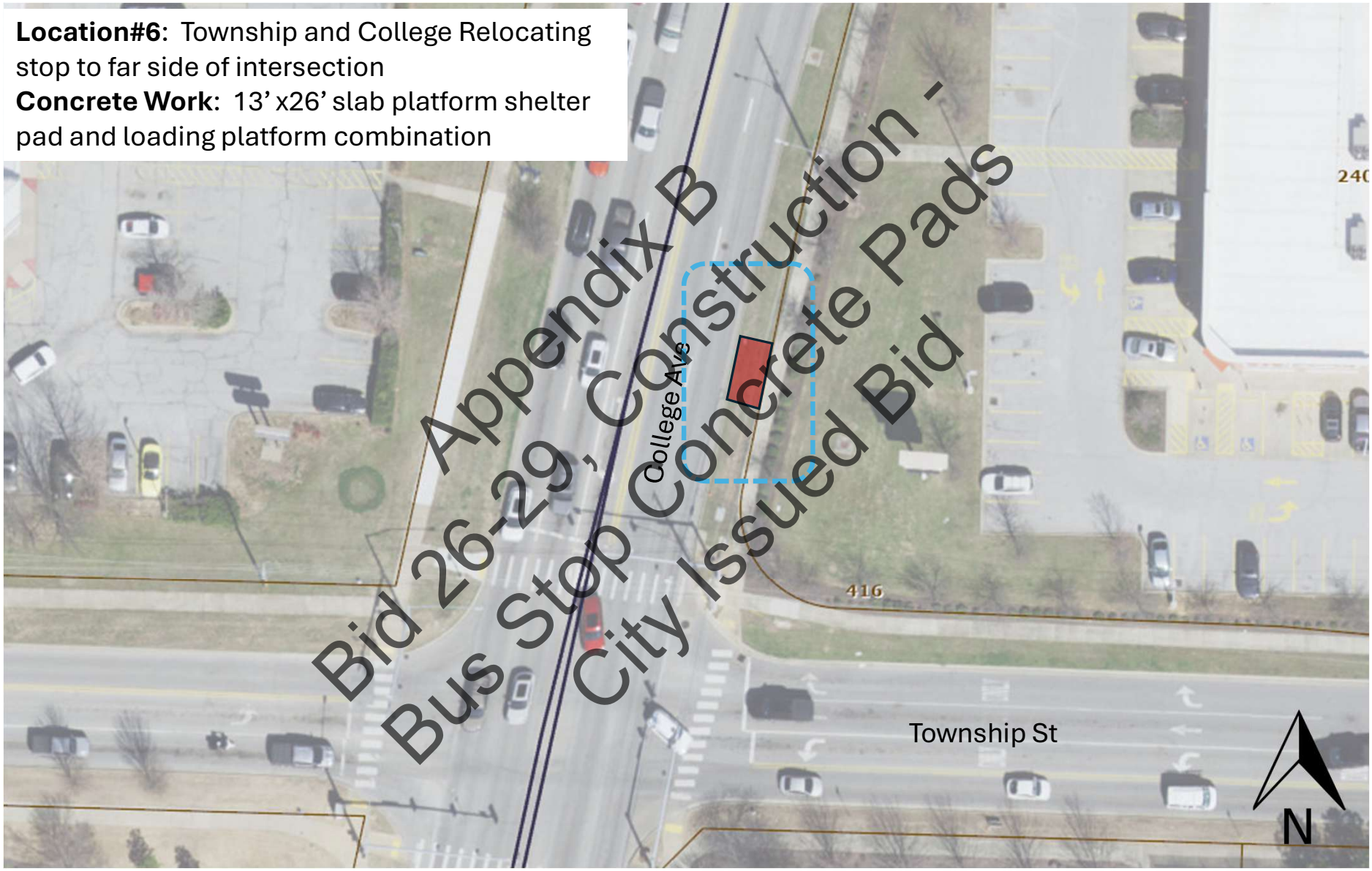
Location #5: Dickson and College move existing stop 80 feet north

Concrete Work: 8’ x15’’ slab platform shelter pad

Location#6: Township and College Relocating stop to far side of intersection
Concrete Work: 13’ x26’ slab platform shelter pad and loading platform combination



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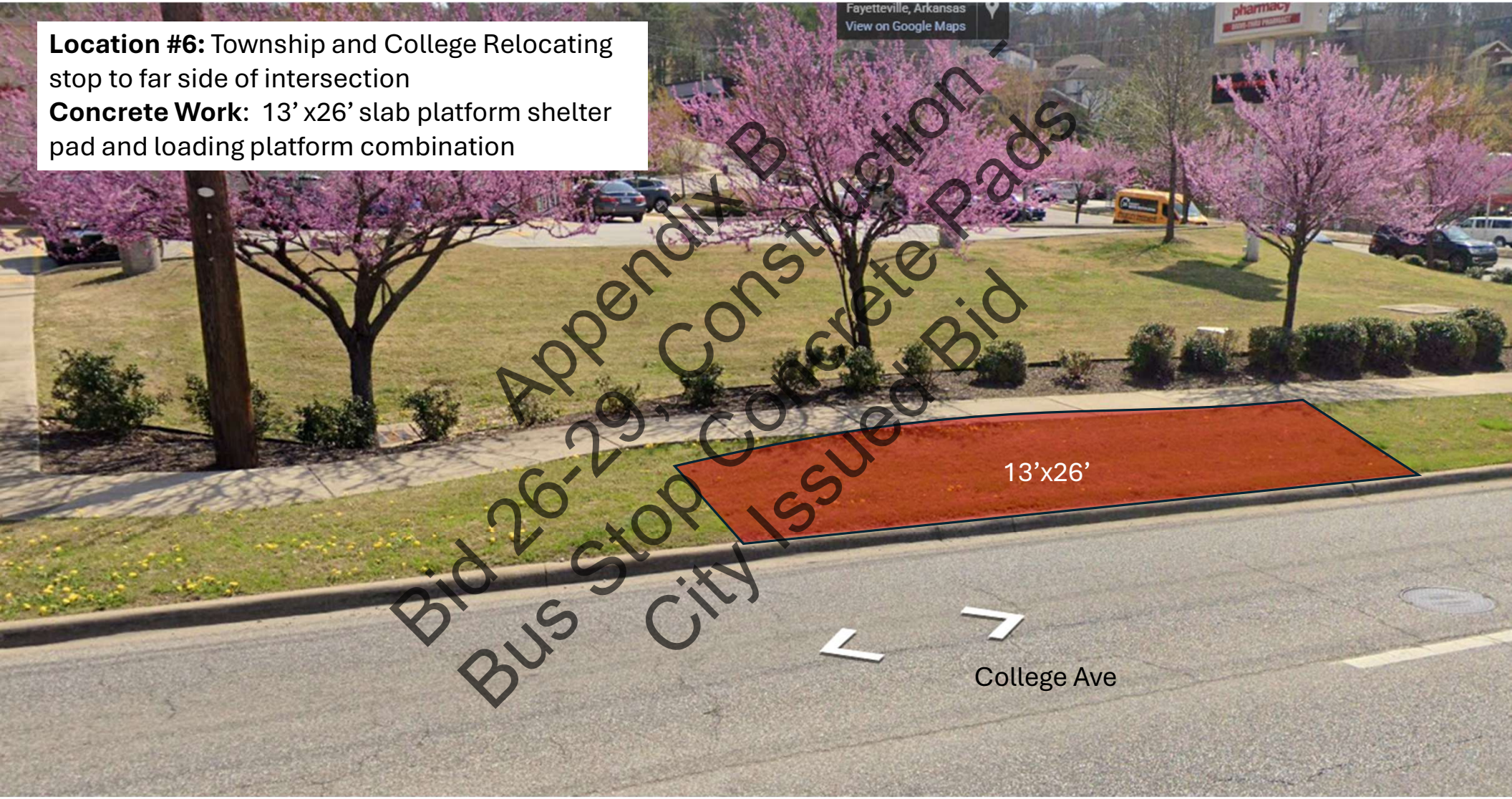
Location #6: Township and College Relocating stop to far side of intersection
Concrete Work: 13' x26' slab platform shelter pad and loading platform combination
Fayetteville, Arkansas
View on Google Maps
pharmacy
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13'x26'
College Ave

Location #7: 26th St and S School
Relocate stop to S of 26th
Concrete Work: 12'x6' slab for bench.
Use existing inlet and slab for loading.

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Location #7: 26th St and S School
Relocate stop to S of 26th
Concrete Work: 12'x6' slab for bench.
Use existing inlet and slab for loading.

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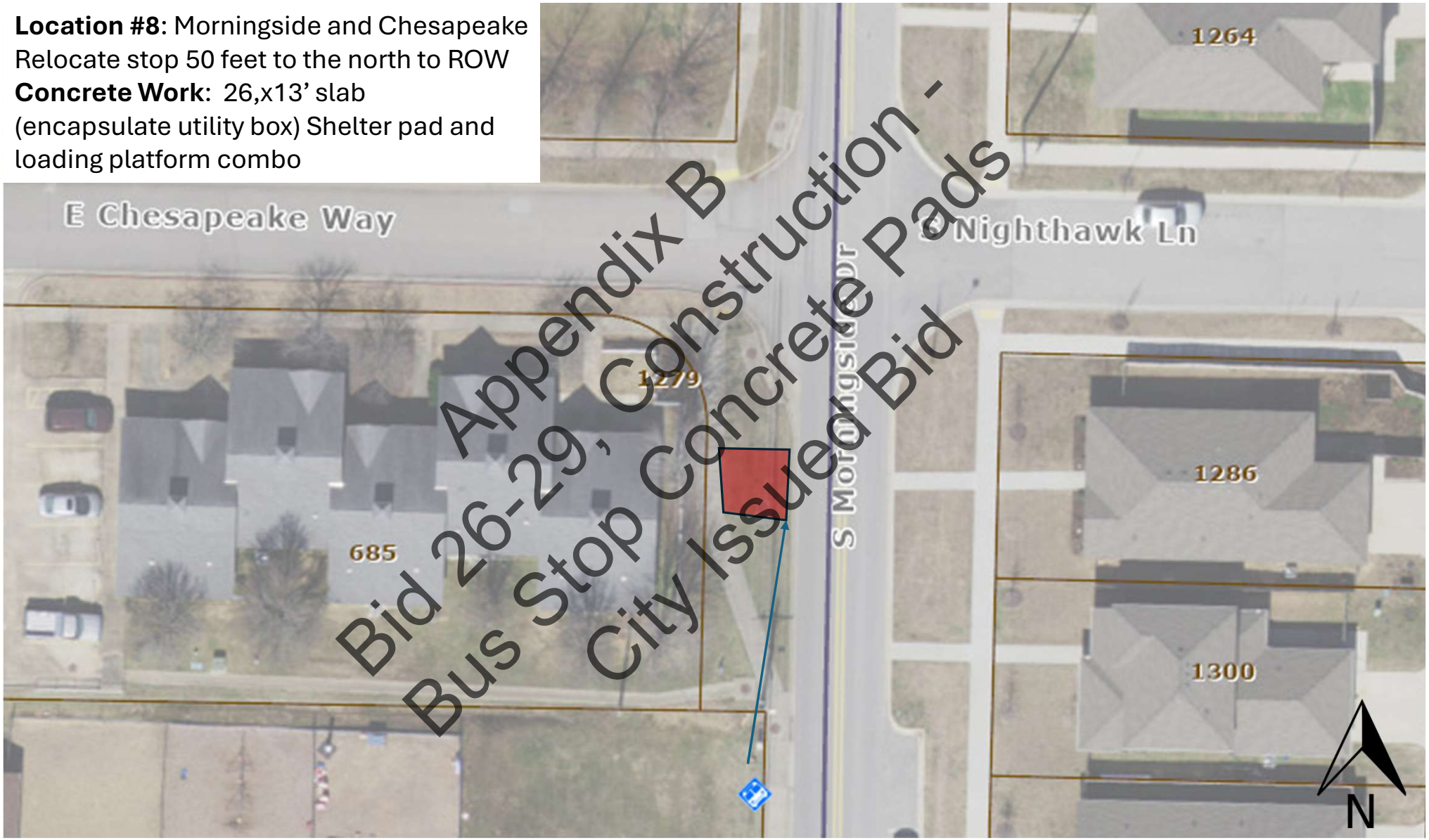
Location #8: Morningside and Chesapeake
Relocate stop 50 feet to the north to ROW
Concrete Work: 26,x13' slab (encapsulate utility box) Shelter pad and loading platform combo



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Location#8: Morningside and Chesapeake
Relocate stop 50 feet to the north to ROW
Concrete Work: 26’x13’ slab (encapsulate utility box)
Shelter pad and loading platform combo

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Location #9: Garland Ave and Mount Comfort SB
Relocate stop 180 feet to the north to intersection
Concrete Work: 2'x40' loading platform 35'x 7' pad for 2 shelters and bike parking

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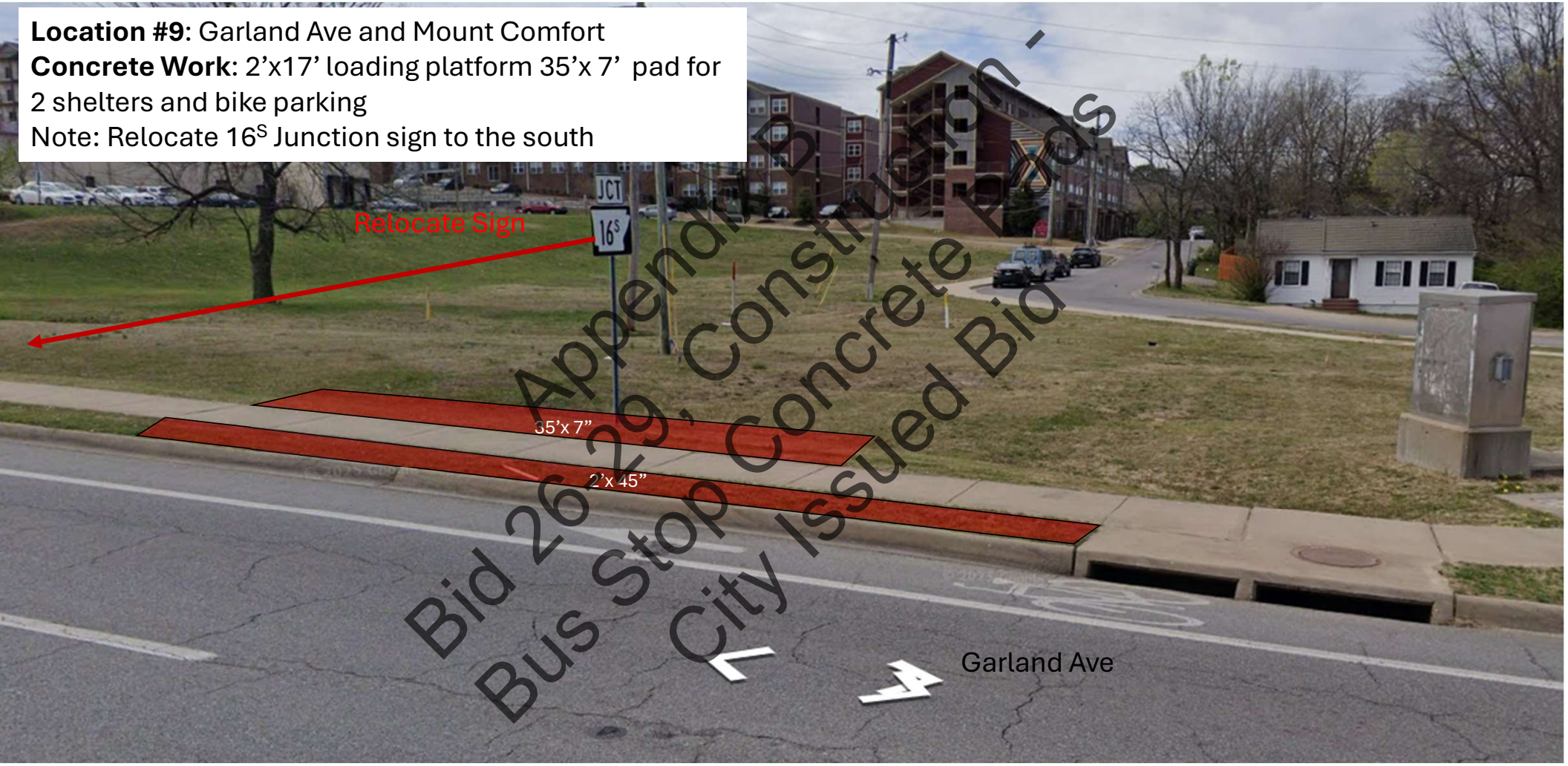
Location #9: Garland Ave and Mount Comfort
Concrete Work: 2'x17' loading platform 35'x 7' pad for 2 shelters and bike parking
Note: Relocate 16S Junction sign to the south
Relocate Sign
JCT
16S
35'x 7"
2'x 45"
Garland Ave
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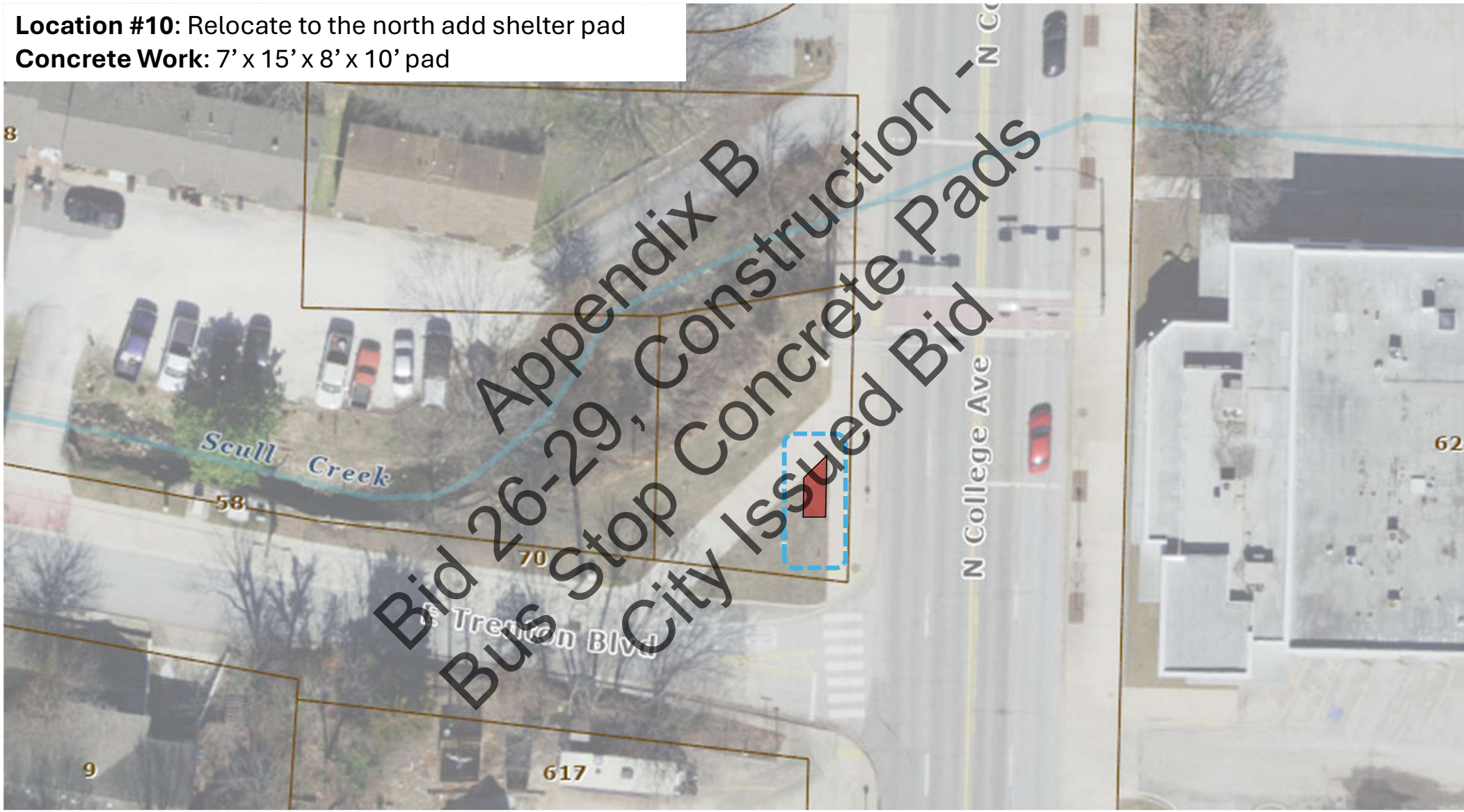
Location #10: Relocate to the north add shelter pad
Concrete Work: 7’ x 15’ x 8’ x 10’ pad



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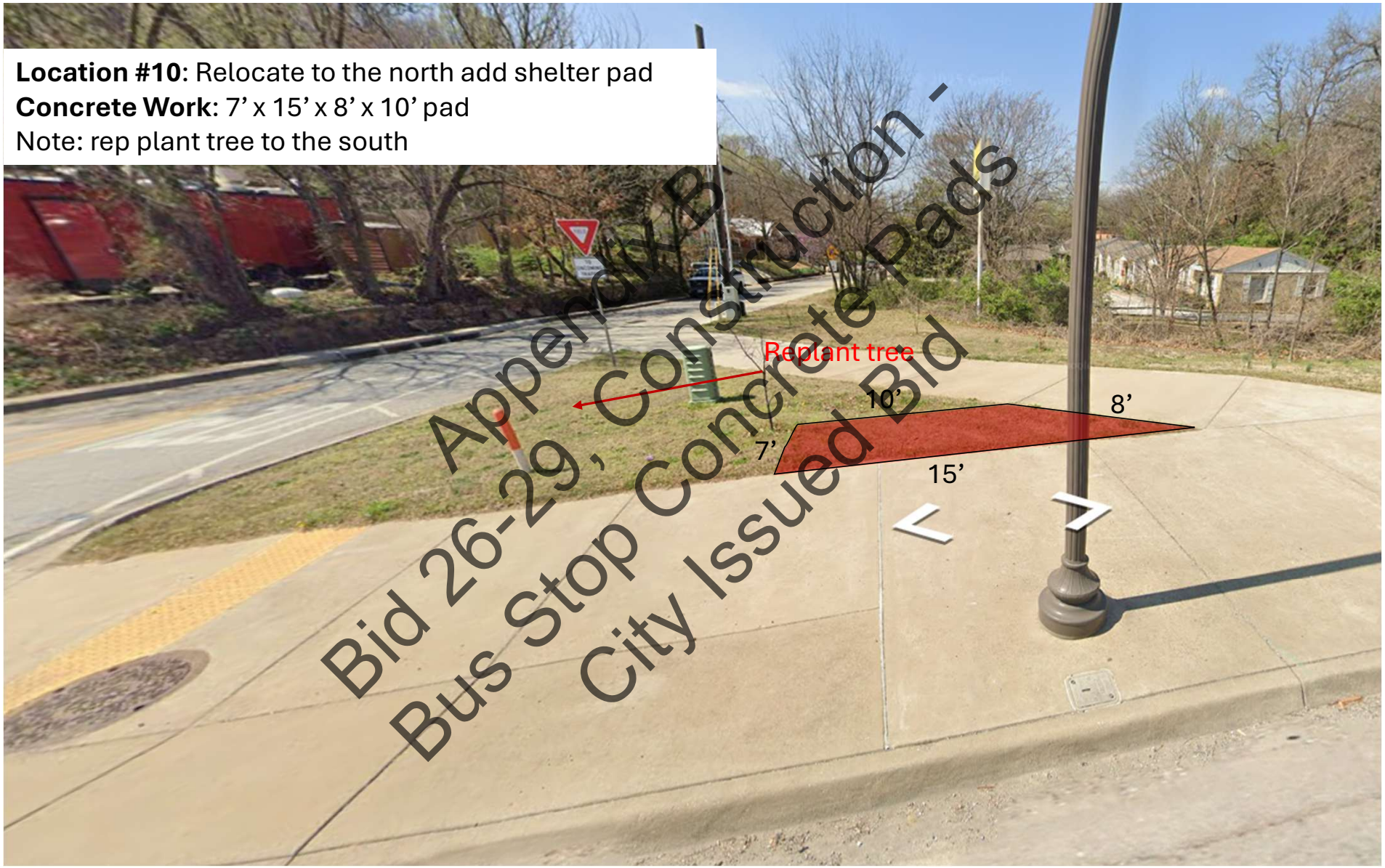
Location #10: Relocate to the north add shelter pad
Concrete Work: 7’ x 15’ x 8’ x 10’ pad
Note: rep plant tree to the south
Replant tree
10’
8’
7’
15’
Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
City Issued Bid

Location #11: Arvest Township, relocate stop 100 feet north to be closer to intersection, install 8’x5’ shelter
Concrete Work: Shelter and Loading Platform Combination

Appendix B
Bid 26-29, Construction-
Bus Stop Concrete Pads
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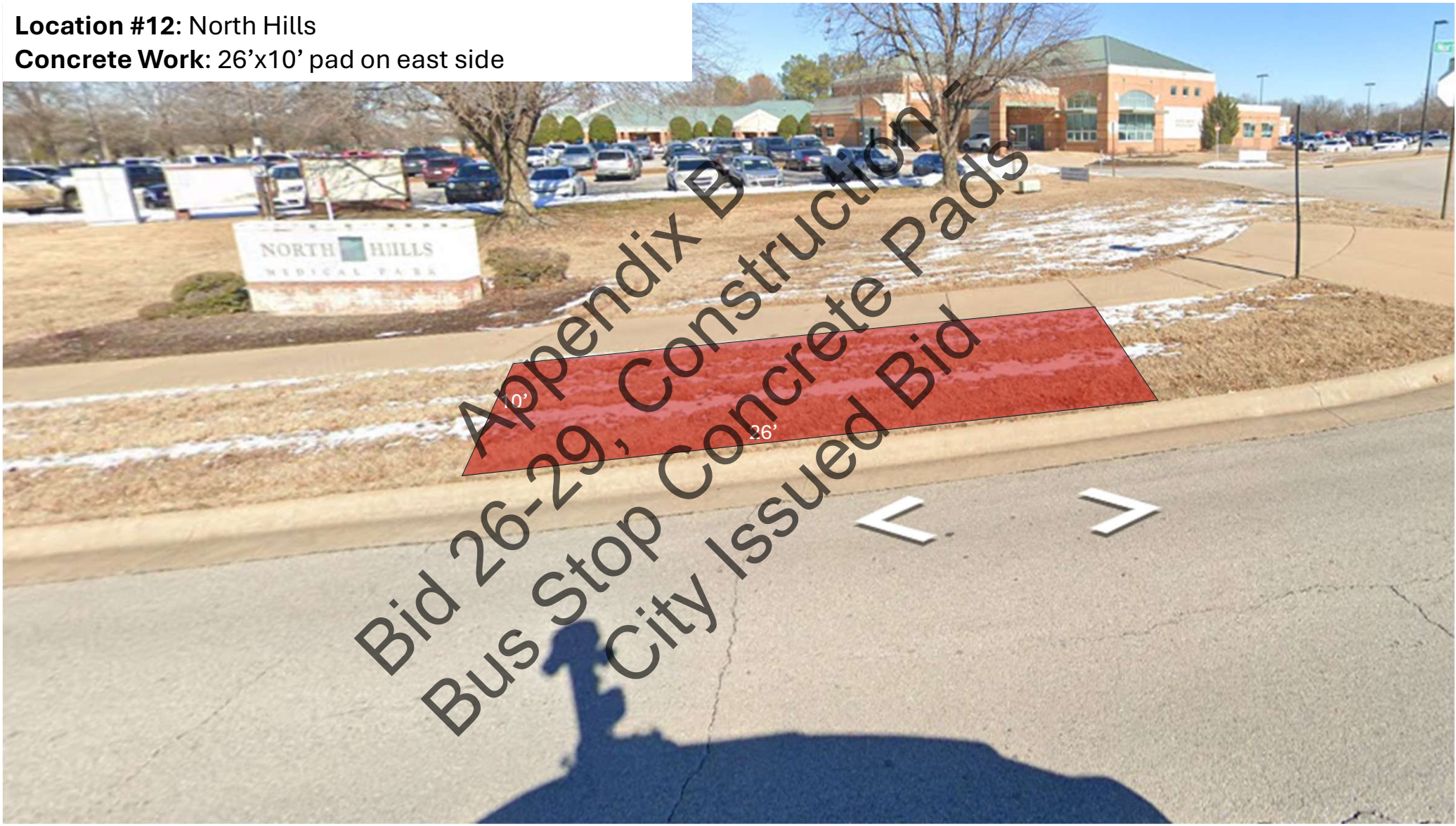
Location #11: relocate stop 100 feet north to be closer to intersection, install 8’x5’ shelter
Concrete Work: 265 SF pad loading platform and shelter pad combination
Appendix B
Bid 26-29 Construction - Concrete Pads
Bus Stop Concrete Pads
City Issued Bid
15’
9’
14’
11’
5’
26’

Location#12 and #13: North Hills Razorback Stops
Concrete Work: 26’x10’ pad on east side and 26’x10’pad on west side

Appendix B
Bid 26-29, Construction - Bus Stop Concrete Pads
City Issued Bid

Location #12: North Hills
Concrete Work: 26’x10’ pad on east side

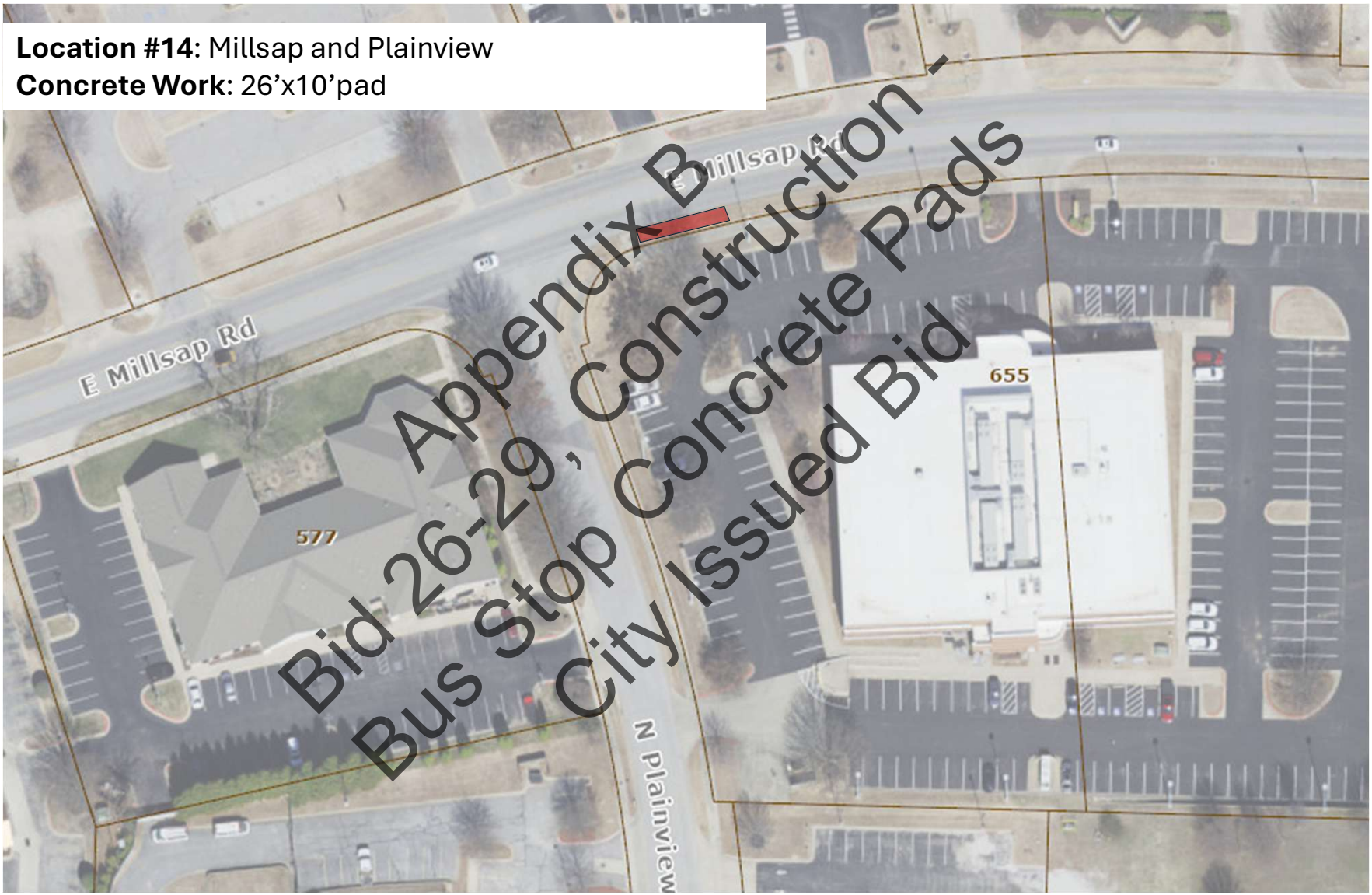


Appendix B – Bid 26-29, Construction – Bus Stop Concrete Pads City Issued Bid

Location #13: North Hills west side
Concrete Work: 26’x10’pad

Bid 26-29, Construction - Appendix B
Bus Stop Concrete Pads
City Issued Bid

Location #14: Millsap and Plainview
Concrete Work: 26’x10’pad



Location #14: Millsap and Plainview
Concrete Work: 26’x10’pad

Appendix B - Bid 26-29, Construction - Bus Stop Concrete Pads City Issued Bid

Location #15: Futral & Wimberly
Concrete Work: 26’x10’pad

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
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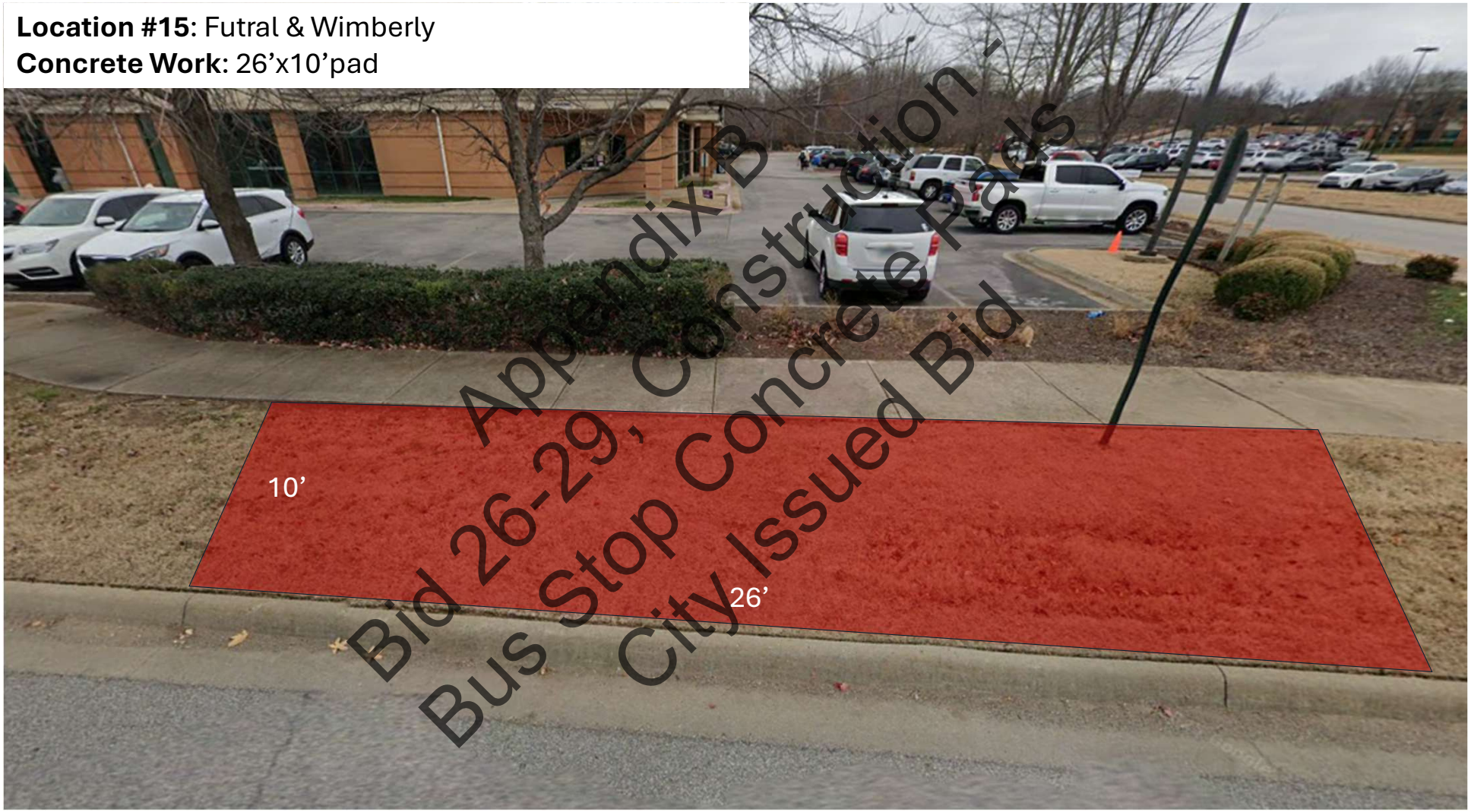
Location #15: Futral & Wimberly
Concrete Work: 26’x10’pad



Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
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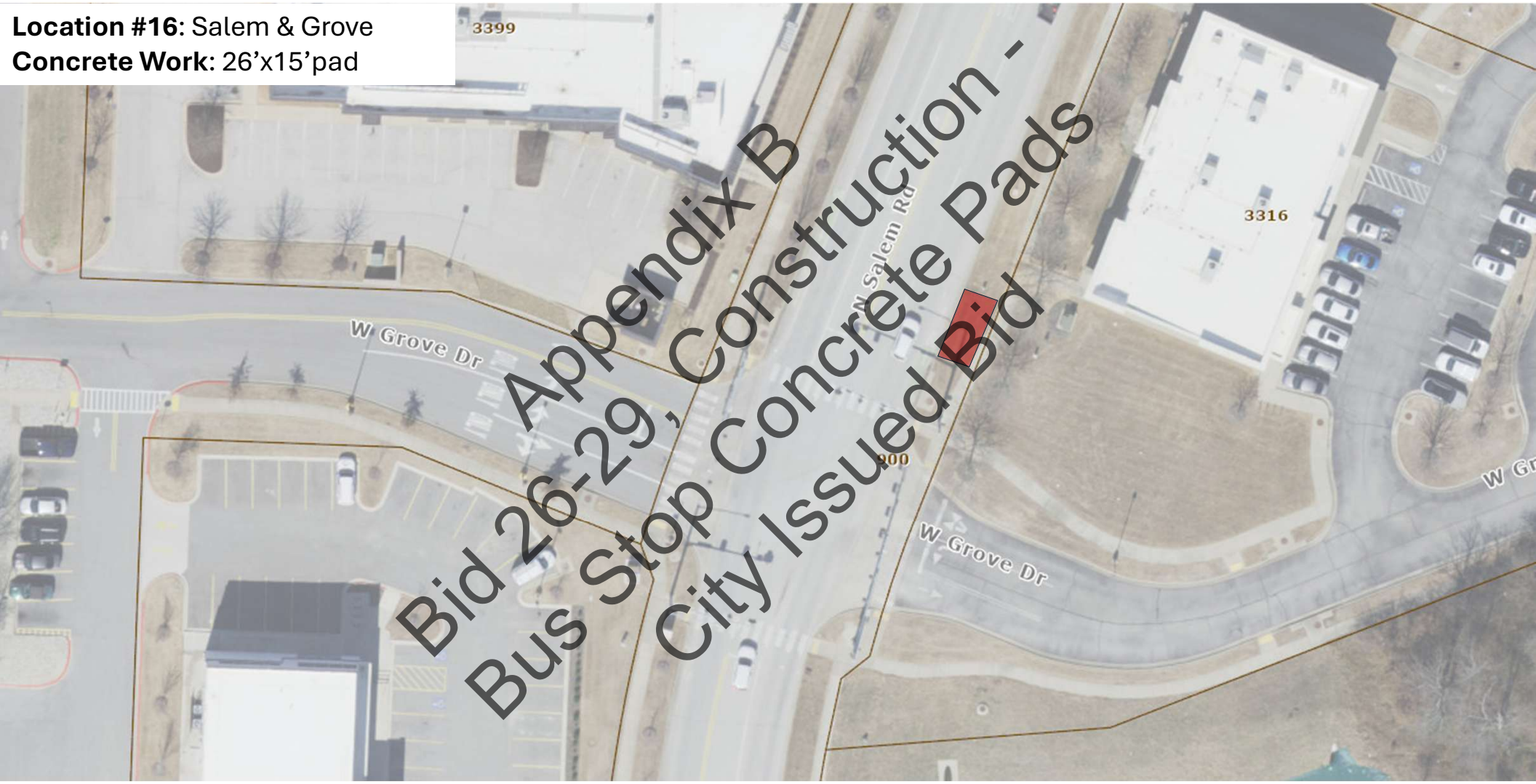
Location #16: Salem & Grove
Concrete Work: 26’x15’pad



Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
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Location #16: Salem & Grove
Concrete Work: 26’x15’pad

Location #17: Boys and Girls Club (Rupple and Persimmon)
Concrete Work: 26’x6 loading Platform 7’x14’ shelter pad

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
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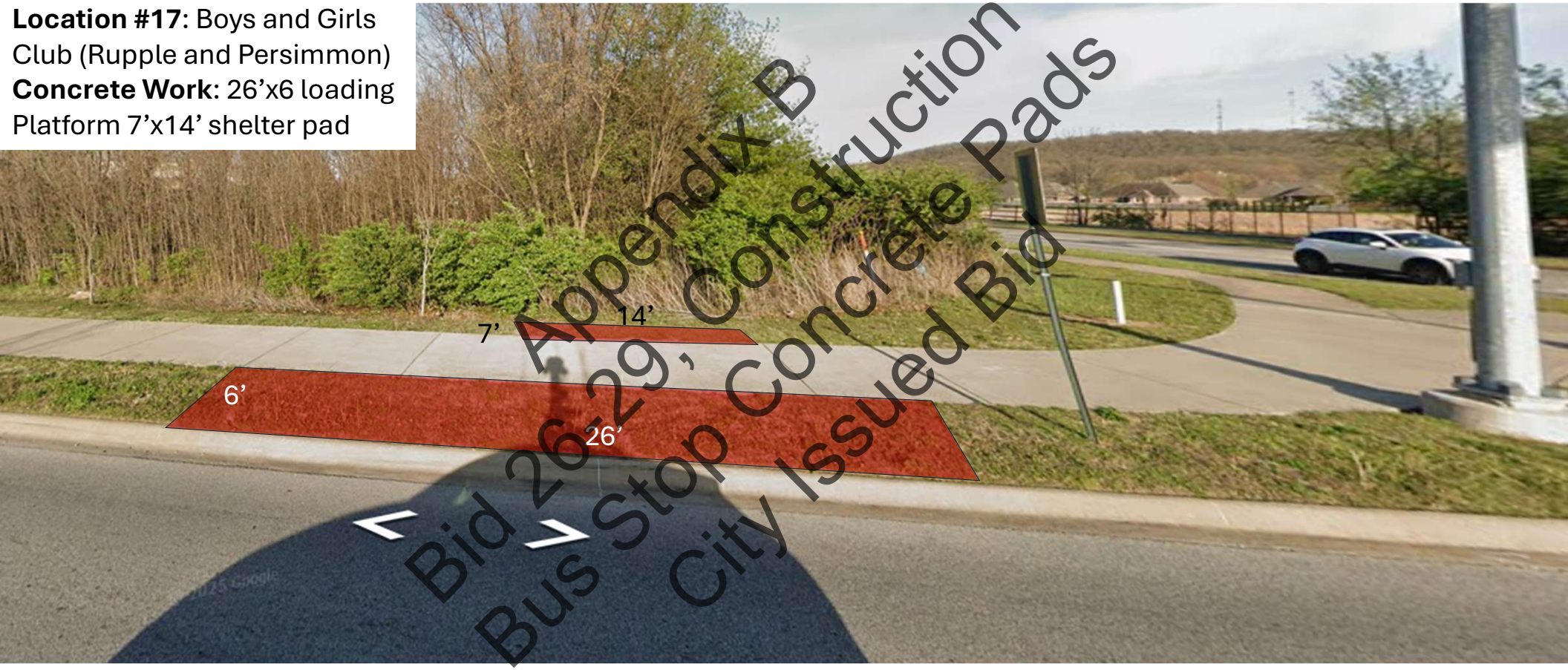
Location #17: Boys and Girls Club (Rupple and Persimmon)
Concrete Work: 26’x6 loading Platform 7’x14’ shelter pad



Appendix B
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Bus Stop Concrete Pads
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Location #18: Relocate Weddington & Betty Jo stop 300 feet to west to Salem intersection in front of Glide Car Wash

Concrete Work: 2'x26' loading platform 13'x 7' pad for shelters and bike parking

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Bus Stop Concrete Pads
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Location #18: Relocate Weddington & Betty Jo stop 300 feet to west to Salem intersection in front of Glide car wash

Concrete Work: 2'x26' loading platform 13'x 7' pad for shelters and bike parking

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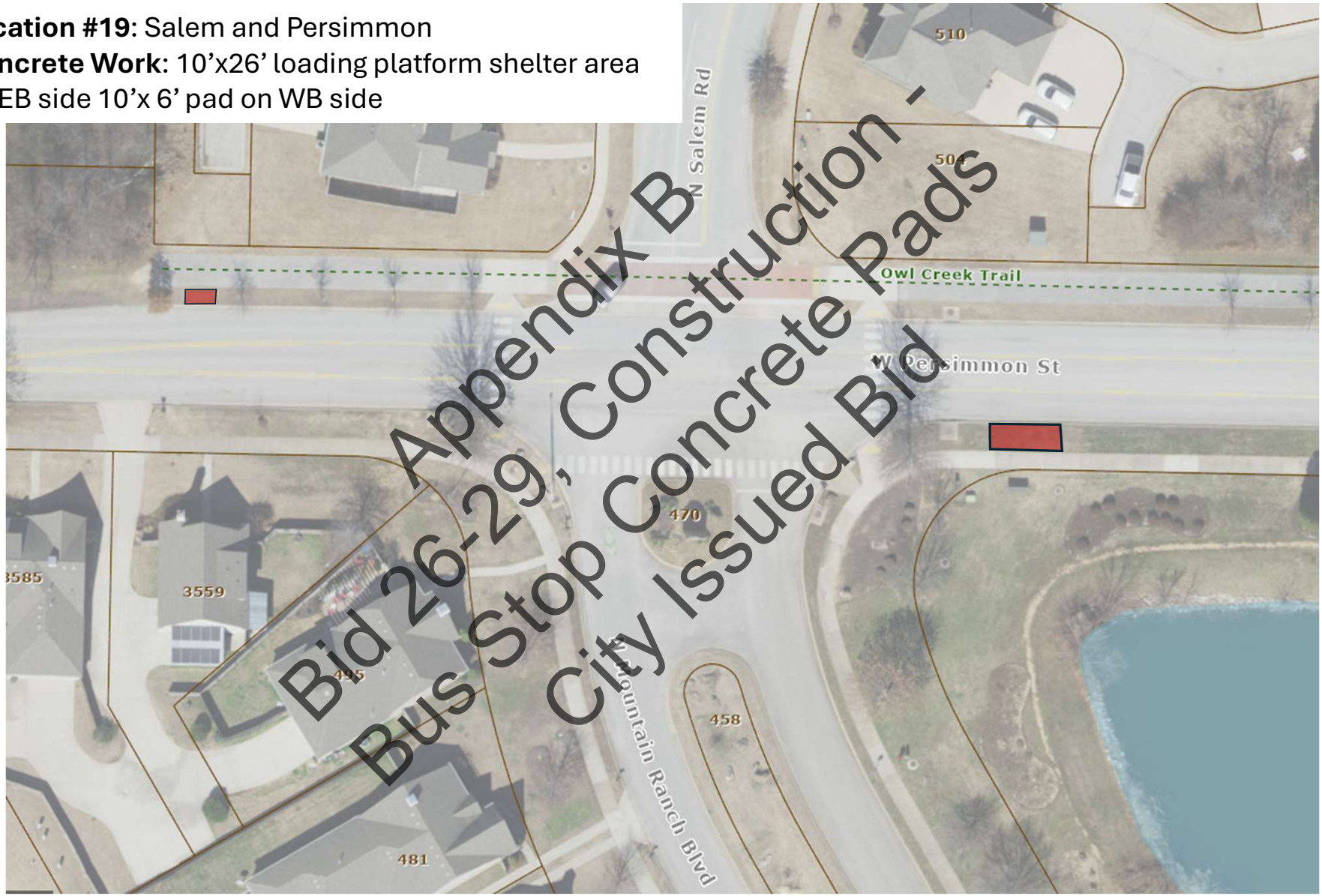
Location #19: Salem and Persimmon
Concrete Work: 10’x26’ loading platform shelter area on EB side 10’x 6’ pad on WB side



Appendix B
Bid 26-29, Construction -
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Location #19: Salem and Persimmon
Concrete Work: 10’x26’ loading platform shelter area on EB side 10’x 6’ pad on WB side

Location #19: Salem and Persimmon
Concrete Work: 10’x26’ loading platform shelter area on EB side 10’x 6’ pad on WB side

Location #20: College and Golden Eagle
Concrete Work: Shelter and Loading Platform Combination

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Location #20: College and Golden Eagle
Concrete Work: Shelter and Loading Platform Combination

Appendix B
Bid 26-29 Construction -
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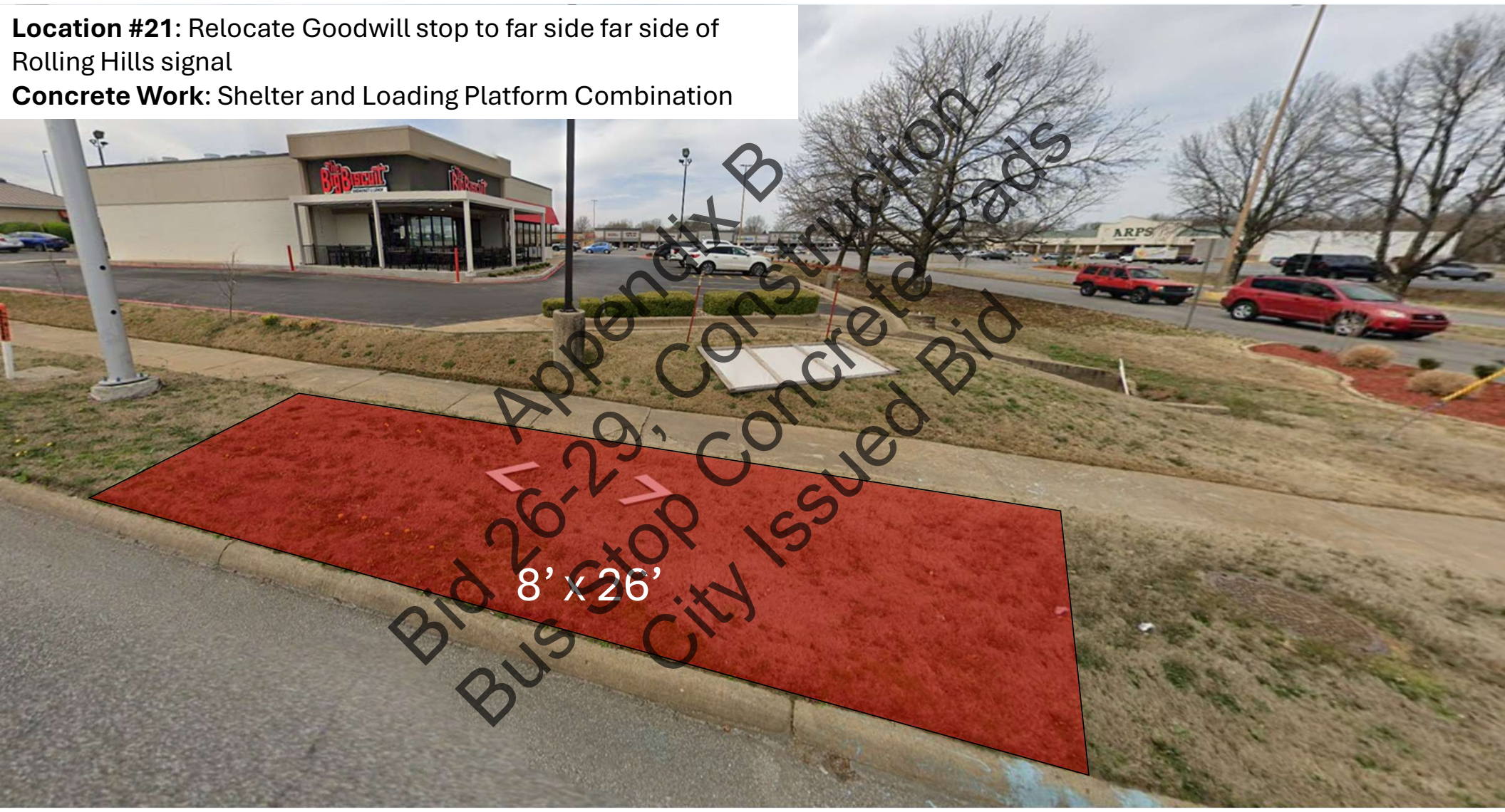
City Issued Bid

Location #21: Relocate Goodwill stop to far side far side of Rolling Hills signal

Concrete Work: Shelter and Loading Platform Combination



Location #21: Relocate Goodwill stop to far side of Rolling Hills Intersection

Concrete Work: 8’ x 26’ loading platform bench combo pad

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
City Issued Bid

Bid 26-29, Addendum 1

Date: Thursday, March 19, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-29, Construction – Bus Stop Concrete Pads

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.

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
City Issued Bid

1. CLARIFICATIONS
   a. It was identified that bus stop location #17 appeared to be missing from the drawings document issued with this bid. The file "Bid 26-29, FILE #02 - PLANS" has been reuploaded to the procurement website. The updated file correctly identifies all 21 intended bus stop locations within the scope of this bid.
   b. Bus stop location #8 (Morningside and Chesapeake) will require the relocation of a utility box. The contractor shall be responsible for setting the utility box to the final design elevation during the concrete pour. Contractor shall coordinate placement and finishing operations to ensure surrounding concrete is brought to a smooth, level surface flush with the utility box frame, maintaining proper grade and drainage.
2. 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 #: 26-29

Description: CONSTRUCTION - BUS STOP CONCRETE PADS

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 3 / 17 / 26 Time: 1:30pm

	Name	Company	Title	Phone	City staff e-mail includes "@fayetteville-ar.gov" Email
1	Charlie Miller	Sweetser Const	Estimator	479-263-9909	Charlie@sweetserconstruction.com
2	Bob Simmons	MGAH Const	General Manager	479-419-0949	MGAHCONS01@GMAIL.COM
3	ERIC JOHNSON	OELKE CONST	PROJECT MANAGER	479-790-2748	ERIC@OELKECONSTRUCTION.ORG
4	Kyle Osborne	Oelke Const	Project Manager	479-401-4049	Kosborne@oelkeconstruction.org
5	MATT MIHALEVICH	FAYETTEVILLE		479-444-3416	mmihalevich@fayetteville
6	KENNY FITCH	COF	SR. PROC. AGENT	575-8258	kfitch@
7	Trevel Young	COF	Proc Agent	575-8289	tyoung@
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

Meeting Notes, Decision, Description of Handouts, etc:

Appendix B
Bid 26-29, Construction
Bus Stop Concrete Pads
City Issued Bid

Pre-Bid Meeting - Zoom Participants

Name (original name)	Email	Join time	Leave time	Duration (minutes)	Guest	In waiting room
City Hall Room 101	rooms_onykfnjfsomgenrh-nsqwa@fayetteville-ar.gov	3/17/2026 13:25	3/17/2026 13:43	18	No	No
City Hall Room 101 1	rooms_onykfnjfsomgenrh-nsqwa@fayetteville-ar.gov	3/17/2026 13:25	3/17/2026 13:43	18	No	No
Kenny Fitch	kfitch@fayetteville-ar.gov	3/17/2026 13:26	3/17/2026 13:43	17	No	No
Dane Eifling		3/17/2026 13:27	3/17/2026 13:43	17	Yes	No
Brad Coleman-OPW Solutions		3/17/2026 13:27	3/17/2026 13:43	16	Yes	No
mike.trulove		3/17/2026 13:29	3/17/2026 13:43	14	Yes	No
Travis.Hester		3/17/2026 13:29	3/17/2026 13:43	14	Yes	No
Jordan - Sullivan Contracting Services		3/17/2026 13:30	3/17/2026 13:43	13	Yes	No
Jeremy Snyder		3/17/2026 13:40	3/17/2026 13:43	4	Yes	No

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
City Issued Bid

Bid 26-29, Addendum 2

Date: Monday, March 30, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-29, Construction – Bus Stop Concrete Pads

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. QUESTION
    a. Are the pads to be poured level or at grade with the existing landscape? If the pads are to be poured level, how should the existing soil be held back? Should a concrete curb be poured around them to hold back soil or should another material be used, such as retaining blocks?
        - The pads are to be poured at the grades of the existing landscape and will not need retaining blocks.

Appendix B
Bid 26-29, Construction -
Bus Stop Concrete Pads
City Issued Bid

CITY OF FAYETTEVILLE ARKANSAS

Bid 26-29 Addendum 2

NEC, Inc

N.E.C., Inc.

Supplier Response

Appendix C - Bid 26-29, Construction - Bus Stop Concrete Pads NEC Submittal

Event Information

Number: Bid 26-29 Addendum 2
Title: Construction - Bus Stop Concrete Pads
Type: Invitation to Bid
Issue Date: 3/8/2026
Deadline: 3/31/2026 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed contractors to construct 21 concrete pads for bus stops across multiple locations within the city. 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

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 3/31/2026 10:33:52 AM (CT)

Requested Attachments

Signature Forms for Bid 26-29

Bid Form.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 26-29

Bid Bondpdf.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:** 18391
2	**Arkansas Contractor License Number:** *Contractor's License must have a classification relating to the scope of this project.* 0148780425
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

Appendix C
Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

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 total bid price, excluding Bonds and Insurance)	Quantity: 1	UOM: LS	Price: $5,056.00	Total:	$5,056.00
2	Bonds and Insurance	Quantity: 1	UOM: LS	Price: $2,944.00	Total:	$2,944.00
3	12" Excavation and Haul Off	Quantity: 240	UOM: CY	Price: $148.50	Total:	$35,640.00
4	6" Thick Class 7 Base (fill and compact to 98% SPD)	Quantity: 120	UOM: CY	Price: $38.50	Total:	$4,620.00
5	6" Thick Fiber Reinforced Concrete (4,000 PSI with air, including the expansion and caulking of all joints)	Quantity: 650	UOM: SY	Price: $83.00	Total:	$53,950.00
6	Top Soil 6" Fill (to be used 18" around finish concrete and as needed to dress out grades)	Quantity: 15	UOM: CY	Price: $31.00	Total:	$465.00
7	Fine Grading, Seed and Straw (straw 2 inches thick, 10 lbs of fescue seed per 1,000 SF, hand raked)	Quantity: 1000	UOM: SF	Price: $8.00	Total:	$8,000.00
8	Traffic Control, Minor Street Locations (cones and signs - Morningside Dr and Persimmon Dr)	Quantity: 9	UOM: EA	Price: $72.50	Total:	$652.50
9	Traffic Control, Full Lane Closure on Multi-Lane High Traffic Roads (ARDOT standard, advanced closure signage flaggers as needed - College Ave and Wedington Dr)	Quantity: 12	UOM: EA	Price: $108.50	Total:	$1,302.00
10	Remove and Replace Curb 6" Type A (KJ BBQ Location)	Quantity: 30	UOM: LF	Price: $109.50	Total:	$3,285.00

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Bid 26-29, Construction -
Bus Stop Concrete Pads
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11	Adjust Utility Box (Morningside Drive) Quantity: 1 UOM: EA		Price:	$483.00	Total:	$483.00

Response Total: $116,397.50

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Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

SECTION 02
BID FORM

Bid Number: 26-29, Construction – Bus Stop Concrete Pads

BID TO:

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

BID FROM:

Bidder: N.E.C., INC.
ROGERS AR

Bid 26-29, Appendix C
Bus Stop Construction - 26-29, Concrete Pads
NEC Submittal

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:

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

Number	Date
1	MARCH 19, 2026
2	MARCH 30, 2026

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

Appendix C
Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

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

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 90 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 120 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

5.02 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 $ 100.00 for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

6.01 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 3-31- , 2026.

Arkansas State Contractor License No. [signature] 0148780425

Appendix C - Bid 26-29, Construction - Bus Stop Concrete Pads NEC Submittal

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.: _____

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Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

A Corporation

Corporation Name: N.E.C., INC (SEAL)

State of Incorporation: ARKANSAS

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

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

Name (type or printed): MICHAEL NECESSARY

Title: COR. SECRETARY

(CORPORATE SEAL)

Attest: _____
(Signature of ~~Corporate Secretary~~) CONTROLLER

Business address: 2425 S. 5TH PL
ROGER 72758

Phone No.: 479 721 2473 FAX No.: _____

Tax ID No.: 90-0160483 UEI No.: _____

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Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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 26-29, CONSTRUCTION – BUS STOP CONCRETE PADS

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	N A	
Mechanical		
Plumbing		
Electrical		
Roofing/Sheet Metal		
Other (designate)		

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

Bidder's Signature

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Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

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 #: 18391 OR submit electronically.
- Arkansas Contractor License #: 0198780425 OR submit electronically.
- SAM Unique Entity Identifier #: NWUTTG1P8RJ5 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

Appendix C
Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

MIKE NECESSARY
CELL: 479-721-2473
EMAIL: MJNECESSARY@NEC-CONTRACTORS.COM

KEVIN NECESSARY
CELL: 479-721-2474
EMAIL: KJNECESSARY@NEC-CONTRACTORS.COM

STATEMENT OF BIDDER'S QUALIFICATIONS

The name of our company is N.E.C., Inc. Our address is 2425 S. 5th Place, Rogers, AR 72758. We were organized and incorporated on April 15, 2004, in the state of Arkansas. Mike Necessary and Kevin Necessary collectively have over 70 years of infrastructure construction experience with over forty of those years in business for themselves. Included below are lists of contracts on hand, the larger projects recently completed, our equipment available, and our experiences of jobs of this size.

Our company specializes in constructing infrastructure improvements to include earthwork, utilities, and concrete work. We have never failed to complete a contract agreement as per contract requirements. We have never defaulted on a contract. We have never been fined or had our license suspended by the Arkansas Contractor's Licensing Board.

The contracts in hand now are a $1.2 million contract for site work and grading CDI Contractors for the Walmart AMP Renovations in Rogers, a $1.1 million contract with Milestone Construction for Shaw Park in Springdale, a $12.9 million contract for Shadow Valley in Rogers, a $1.9 million contract for site work for the University of Arkansas for the Student Success Center, and numerous smaller contracts for general contractors.

The contracts completed in the last 24 months are a $1.7 million contract for site work and grading for Springdale Schools, a $1 million contract for Shadow Valley subdivision phase 8, a $.6 million contract for Branchwood Trail for Bella Vista POA, a $2 million contract for site work at Fellowhip Bible, Fayetteville, and numerous smaller contracts for local municipalities.

Bid 2023; Appendix C
Bus Stop Concrete Pads
NEC Submittal

Some of the completed, larger projects include:
A $3.8 million contract the with the City of Pea Ridge, Arkansas for the Highway 72 water extension and downtown sewer rehabilitation with a completion date of June 2009. A $900,000 contract, constructing a bridge-length box culvert, with the Arkansas Highway and Transportation Department was completed in May of 2011. Beaulah East Mine Reclamation for ADEQ which totalled $643,522. A $4,000,000 contract with Bentonville schools which included new water, sewer, storm drain, streets and sidewalks, was completed in May of 2012. An AHTD project on Hwy 540 for a Cable Barrier finished in 2012 was $1.2 million. NEC had a $1.5 million contract with CDI Contractors to perform services of sanitary sewer, storm drains and all grading on the new Regional Armed Forces Reserve Center. Kinco awarded us a

contract for $755,000 to build new water and sewer line and all grading work for the new NW Arkansas Childrens Center which was completed in 2012. Another project was subcontracted under Nabholz Construction for $838,000 was to do all grading, sewer and storm drain for the Lincoln High School in Lincoln Arkansas that was completed in 2012.

We have also sub-contracted our work over the last two years from general contractors such as Crossland, Kinco Constructors, Flintco LLC, VCC Constuction and CDI Contractors performing sitework at various projects over Northwest Arkansas.

We own and have available for use 8 excavators of different sizes, 3 Caterpillar road graders, 4 Caterpillar 35 ton articulated offroad trucks, 3 Caterpillar front-end loaders, 3 backhoes, 4 Caterpillar bulldozers, 4 Ingersol vibratory compactors, 1 Gomaco 3600 curber, 8 dump trucks, and various smaller pieces required to construct improvements to infrastructure.

We have worked closely with all the civil engineers in Northwest Arkansas over the past 40 years including the Arkansas Highway and Transportation Department.

Jeremy Woody of Legacy Bank our primary banking source with $1,500,000 of AR secured credit available and $2,500,000 of secured credit with equipment. We will if asked provide a detailed financial statement to be reviewed by the Owner with a principal of our firm.

NEC has a good relationship with all municipalities in NW Arkansas. Any of the following may be contacted as a source for referral. Rogers Water Utilities; Earl Roush, Springdale Water; Rick Pulverenti, Fayetteville Utilities; Don Osburn, and Bentonville Water and Sewer; Preston Newbill.

NEC has a great reputation with our suppliers also. Our major suppliers for most jobs are as listed: Rogers Group Inc for aggregates, SMG Ready Mix for our concrete needs, and Ferguson Waterworks, and Scurlock Industies, for our utility and pipe sources.

Mike Necessary personally has been in the construction business for over 40 years beginning at age 15 during summers and permanently upon graduation from the University of Arkansas. He carries the title of Vice President. His experience has been in earthwork, concrete, equipment operation, estimating, bidding, project management and business management. 25 years were spent with Necessary Construction, Inc., 5 years with APAC, McClinton-Anchor, and the most recent previous 15 years with NEC Inc..

Kevin Necessary personally has been in the construction business for over 30 years. Upon graduation from Arkansas Tech University in 1987, Kevin joined Necessary Construction, Inc. and remained with them until their sale in 1999 to APAC, McClinton-Anchor, where he remained until he and Mike organized NEC, Inc. in 2004. Kevin carries the title of President and has particular focus on utility work, estimating, bidding, project management, and business management.

Our construction team consists of people who are interested in constructing a quality product in a safe manner. The core team of office personnel and management have been with N.E.C., Inc. since the beginning and most were with APAC, McClinton-Anchor with Mike and Kevin.

Appendix C
Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

Contractors License No. 0148780425

N.E.C. Inc.

By: _____

3-31-26
Date

Appendix C
Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

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

Bid Bond

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

N.E.C., Inc.
2425 S. 5th Place
Rogers, AR 72758

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

U. S. Specialty Insurance Company
801 S. Figueroa St., Suite 700
Los Angeles, CA 90017

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

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars ($ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **27 each Concrete Bus Pads**
(Here insert full name, address and description of project)

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

Signed and sealed this **31st** day of **March** **2026**

Kasie Jones
(Witness)

Lisa McClure
(Witness)

N.E.C., Inc.
(Principal) (Seal)

(Title) MICHAEL NECESSARY

U. S. Specialty Insurance Company
(Surety)

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

Appendix C
Bid 26-29, Construction -
Bus Stop Concrete Pads
NEC Submittal

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Paxton C. Clark, Marty C. Clark, Scott R. Clark, Mary Ann Justice, Lisa McClure, Suzanne Elizabeth Niedzwiedz, Shannon C. Schmidly, Shannon Graves Schmidly, Elizabeth Solomon or Joshua D. Tritt of Forth Smith, Arkansas

its true and lawful Attorney(s) in fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____ *****Ten Million***** _____ Dollars (***$10,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of January 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 31st day of January 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of March 2026.

Bond No. Bid Bond
Agency No. 18758

Kio Lo, Assistant Secretary

Bid 26-29 Construction - Alpenrad C
Bus Stop Concrete Pads
HCC Submittal

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

Resolution: 189-25

File Number: 2025-1320

A RESOLUTION TO AUTHORIZE A GRANT AGREEMENT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR FUNDING IN THE AMOUNT OF $203,317.25 TO SUPPORT TRANSIT STOP IMPROVEMENTS, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING THE GRANT FUNDS AND MATCHING FUNDS FROM OZARK REGIONAL TRANSIT AND RAZORBACK TRANSIT

WHEREAS, earlier this year, the Northwest Arkansas Regional Planning Commission (NWARPC) announced a 1:1 matching grant opportunity to support transit stop enhancements in the region.

WHEREAS, in June 2025, Mayor Rawn signed a letter committing the City to collaborate with Ozark Regional Transit and Razorback Transit to provide the matching funds required to secure the grant; and

WHEREAS, in July, NWARPC notified the City that the grant was being awarded in the amount of $203,317.25 with the matching funds provided by Ozark Regional Transit in the amount of $50,829.31, Razorback Transit in the amount of $50,829.31, and the City of Fayetteville in the amount of $101,658.63.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a grant agreement with the Northwest Arkansas Regional Planning Commission, a copy of which is attached to this Resolution, to receive grant funds in the amount of $203,317.25 for a project to support transit stop improvements.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing the grant revenue from NWARPC and matching funds from Ozark Regional Transit and Razorback Transit.

PASSED and APPROVED on August 19, 2025

Approved:

Molly Rawn

Molly Rawn, Mayor

Attest:

Kara Paxton

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Kara Paxton, City Clerk Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1320

MEETING OF AUGUST 19, 2025

TO: Mayor Rawn and City Council

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

FROM: Dane Eifling, Mobility Coordinator

SUBJECT: **Transit Stop Improvements Grant Award**

RECOMMENDATION:
Staff recommends approval of a grant agreement with the Northwest Arkansas Regional Planning Commission and recognition of revenue in the amount of $203,317.25. Additionally, staff recommends recognizing revenue from letters of commitment in the amount of $50,829.31 each from Ozark Regional Transit and Razorback Transit to support transit stop improvements. Approval of a corresponding budget adjustment is also recommended.

BACKGROUND:
Earlier this year, the Northwest Arkansas Regional Planning Commission (NWARPC) announced a 1:1 matching grant opportunity to support transit stop enhancements in the region.
In June 2025, Mayor Rawn signed a letter committing the City of Fayetteville to collaborate with Ozark Regional Transit and Razorback Transit to provide the matching funds required to secure the grant.

In July, NWARPC issued a grant agreement awarding the City of Fayetteville $203,317.25. To fulfill the required 1:1 match, Ozark Regional Transit and Razorback Transit have each committed $50,829.31, for a combined contribution of $101,658.62. The City will match the remaining $101,658.63.

Funding Summary	
NWARPC Grant	$ 203,317.25
City of Fayetteville	$ 101,658.63
Ozark Regional Transit	$ 50,829.31
Razorback Transit	$ 50,829.31
Total	$ 406,634.50

DISCUSSION:
The grant requires that at least 17 transit stops be improved by September 30, 2026. The total project budget of $406,634.50 is expected to be sufficient to improve approximately 30 stops. Planned enhancements include shelters, seating, ADA-accessible loading platforms, and connections to existing sidewalks.

BUDGET/STAFF IMPACT:
The City's 2026 budget includes $80,000 allocated for transit stop improvements. These funds may be supplemented with cost-share contributions to fulfill the City's matching grant obligation of $101,658.63.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. NWARPC - Fayetteville Bus Stop Improvement Grant Agreement, 6. ORT Fayetteville Letter of Commitment, 7. UA Razorback Commitment Letter, 8. NWARPC Resolution #2023-22_WFF Bus Stop Enhancement Plan_2023-12-06, 9. NWARPC Letter - Signed by Mayor Rawn 6-9-25

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

File #: 2025-1320

A RESOLUTION TO AUTHORIZE A GRANT AGREEMENT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR FUNDING IN THE AMOUNT OF $203,317.25 TO SUPPORT TRANSIT STOP IMPROVEMENTS, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING THE GRANT FUNDS AND MATCHING FUNDS FROM OZARK REGIONAL TRANSIT AND RAZORBACK TRANSIT

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Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing the grant revenue from NWARPC and matching funds from Ozark Regional Transit and Razorback Transit.

City of Fayetteville Staff Review Form

2025-1320

Item ID

8/19/2025

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

Dane Eifling	7/30/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a grant agreement with the Northwest Arkansas Regional Planning Commission and recognition of revenue in the amount of $203,317.25. Additionally, staff recommends recognizing revenue from letters of commitment in the amount of $50,829.31 each from Ozark Regional Transit and Razorback Transit to support transit stop improvements. Approval of a corresponding budget adjustment is also recommended.

Budget Impact:

4470.800.8820-5809.00	Sales Tax Capital Improvements
Account Number	Fund
25004.2501	Transit Stop Infrastructure - NWARPC Grant
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	406,637.00
		Remaining Budget	$	406,637.00

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	ENGINEERING (621)	
	Requestor: Dane Eifling	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of a grant agreement with the Northwest Arkansas Regional Planning Commission and recognition of revenue in the amount of $203,317.25. Additionally, staff recommends recognizing revenue from letters of commitment in the amount of $50,829.31 each from Ozark Regional Transit and Razorback Transit to support transit stop improvements. Approval of a corresponding budget adjustment is also recommended.

COUNCIL DATE: 8/19/2025

ITEM ID#: **2025-1320**

Holly Black

7/29/2025 3:31 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025721

TOTAL	304,978	304,978				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4470.800.8820-4305.00	-	203,318	25004	2501	RE	Grants - Commercial
4470.800.8820-4303.02	-	50,830	25004	2501	RE	Cost Share - Other
4470.800.8820-4303.02	-	50,830	25004	2501	RE	Cost Share - Other
4470.800.8820-5809.00	406,637	-	25004	2501	EX	Improvements - Street
4470.800.8820-5809.00	(101,659)	-	02116	1	EX	Improvements - Street
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Grant Agreement Between the Northwest Arkansas Regional Planning Commission and the City of Fayetteville for the Purchase and Installation of Bus Stop Improvements

This Grant Agreement ("Agreement") is made and entered into this 19 day of August 2025, by and between the Northwest Arkansas Regional Planning Commission (NWARPC), a governmental entity organized under Arkansas law with its principal office located at 1311 Clayton St, Springdale, Arkansas 72762, and the City of Fayetteville, Arkansas, a municipal corporation organized under Arkansas law, with its principal office located at 113 W. Mountain Street, Fayetteville, Arkansas 72701 (the "City").

I. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which NWARPC shall provide grant funding to the City in the amount of Two Hundred Three Thousand, Three Hundred Seventeen Dollars and Twenty-Five Cents ($203,317.25) for the implementation of bus stop improvements within the City of Fayetteville, as further defined in this Agreement and Appendix A.

II. Grant Award and Matching Requirement

NWARPC shall reimburse the City for eligible project costs up to a maximum amount of $203,317.25, provided the City contributes an equal amount of matching funds to the project on a 1:1 basis. The total project cost shall not be less than $406,634.50.

III. Scope of Work

The grant funds shall be used solely for bus stop improvements at a minimum of 17 of the locations and in the manner described in Appendix A, attached hereto and incorporated herein by reference. There shall be no less than 17 bus stops improved. Eligible improvements include:

A. Infrastructure Improvements

- Installation or replacement of bus shelters
- Installation or replacement of benches
- Installation of concrete boarding pads
- Construction of curb bump-outs

B. Accessibility and Safety Enhancements

- Installation of ADA-compliant ramps
- Installation of lighting and solar panels

- Sidewalk improvements to connect stops to immediately adjacent infrastructure (within approximately 20 feet)

C. Passenger Amenities

- Installation of wayfinding signage
- Installation or replacement of bike racks
- Landscaping or planters to improve stop aesthetics

VII. Project Completion Deadline

All improvements funded by this grant shall be installed no later than September 30, 2026.

VIII. Reimbursement Procedure

NWARPC shall reimburse the City 50% of their expenditures upon:

- Completion of the improvements for a minimum of 17 bus stops as described in Appendix A, and
- Submission of documentation evidencing completion and payment of eligible expenses, including invoices, before and after photos of installed improvements, and a project completion report to include the location of the bus stops improved and improvements completed at each bus stop.

Reimbursement shall be processed within 30 days of NWARPC's approval of the final documentation.

IX. Reporting and Oversight

The City agrees to:

- Notify NWARPC of any substantial changes in project scope or timeline
- Maintain adequate records of all expenditures and improvements
- Allow NWARPC or its designee to inspect the project sites upon reasonable notice

X. Termination

NWARPC reserves the right to terminate this Agreement and withhold or recover funds if the City:

- Fails to complete the improvements by the deadline.
- Misuses grant funds or fails to provide the required match.
- Fails to comply with the terms of this Agreement.

XI. Amendments

Any amendment to this Agreement must be in writing and signed by both parties.

XII. Miscellaneous

This Agreement represents the entire understanding of the parties with respect to the subject matter herein and supersedes all prior agreements or understandings. It shall be governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Name: Tim Conklin

Title: Executive Director

Date: 7-29-2025

Signature:

CITY OF FAYETTEVILLE, ARKANSAS

Name: Molly Rawn

Title: Mayor

Date: August 19, 2025

Signature:

Appendix A
Bus Stop Improvement Locations and Description of Improvements

Stop Name	Agency	Improvements Planned	Est. Cost
Appleby Apartments (Outbound)	Razorback	Bench - Ready	$ 750.00
Appleby Apartments (Inbound)	Razorback	Bench -Ready	$ 750.00
Leverett & Sycamore (Outbound)	Razorback	8'x5' Shelter - Shelter-Ready	$ 10,250.00
Colonial Arms (Outbound)	Razorback	8'x5' Shelter - Shelter-Ready	$ 10,250.00
Chestnut Apartments (South)	Razorback	8'x5' Shelter - Shelter-Ready	$ 10,250.00
Chestnut Apartments (North)	Razorback	8'x5' Shelter - Shelter-Ready	$ 10,250.00
Dean At Templeton Place	Razorback	8'x5' Shelter - Shelter Ready	$ 10,250.00
Deane & Evening Shade	Razorback	8'x5' Shelter - Shelter Ready	$ 10,250.00
Porter & Deane	Razorback	12'x5' Shelter - Shelter Ready	$ 10,250.00
WRMC ER (outbound)	Razorback	12'x5' Shelter - Shelter Ready	$ 12,250.00
M.L.K & Sang	Razorback	8'x5' Shelter - Shelter-Ready	$ 10,250.00
Vantage Drive and Mud Creek Trail	Razorback	12'x5' Shelter - Shelter Ready (Two)	$ 20,500.00
Wedington & Sang (Outbound)	Razorback	Bench - Ready	$ 750.00
Garland & Holly (Inbound)	Razorback	12'x5' Shelter -Shelter Ready	$ 24,375.00
Lott 222 (Inbound)	Razorback	12'x5' Shelter - Shelter Ready	$ 12,250.00
Lot 222 (Outbound)	Razorback	Bench - Ready	$ 1,000.00
School and 15th East	ORT	Relocate Stop 140 feet North 8'x5' Shelter - Shelter-Ready	$ 10,250.00
FHS	Razorback	Relocate to East at Stairs, Combination loading platform/ Shelter Pad Approx. 26 ' x 10 Install Shelter, Custom Color?	$ 19,850.00
N College & Masonic (Whole Foods)	ORT	Combination loading platform and shelter pad, 12'x5' shelter	$ 17,375.00
N College & Township (West) "Arvest"	ORT	Relocate to the Noth. Combination loading platform and shelter pad, 12'x5'	$ 19,850.00
N College & Township (East) "CVS"		Relocate Stop to in front of CVS to be far side. Combination Loading and shelter	$ 19,850.00
N College and Appleby (West) "Goodw	ORT	Relocate to far side of Rolling Hills Intersection, Big Biscuit. Ramps/Crosswalk at Appleby, Spot Sidewalk repairs	$ 27,500.00
N College and Rolling Hills	ORT	Relocate to Noth In front of TJ's Combination Loading Platform and	$ 16,500.00
School at Grandview Apts	ORT	Locate in front of Tire Shop	$ 18,750.00
Hillcrest Towers	ORT/RT	Locate on School Ave, move 2 shelters, re	$ 26,500.00
N College & Dickson (East)	ORT	Pad and 8'x5' Shelter, repair Sidewalk	$ 15,000.00
N College & Longview (West)	ORT	Relocate in front of KJ Sushi	$ 21,250.00
School & 19th	ORT	Relocate in front of Scooter's Coffee	$ 19,750.00
College at Senior Center (West)	ORT	Add Bench on W Side	$ 2,800.00
M.L.K Blvd & Willow (South)	ORT	12'x5' Shelter on e side of Willow, Crosswalk Ramps	$ 23,250.00
Happy Hollow and Fairlane	ORT	Move to North, ADOT Permit	$ 16,750.00
Morningside and Fairlane	ORT	8'x5' Shelter	$ 12,750.00

OZARK REGIONAL TRANSIT

2423 East Robinson Avenue, Springdale, Arkansas 72764

To: Molly Rawn

Mayor of Fayetteville

From: Joel Gardner

Executive Director, Ozark Regional Transit

Re: Letter of Commitment Matching Funds NWARPC Grant

Date: July 24, 2025

This letter is to serve as commitment from Ozark Regional Transit Authority to participate in the grant program from Northwest Arkansas Regional Planning Commission for installation of transit shelters and bus stop improvements within the City of Fayetteville.

Ozark Regional Transit Authority is committed provide up to $50,829.30 to the project in matching funds and direct payment for vendors for shelters. The commitment provides for; Infrastructure Improvements, Accessibility and Safety Enhancements, and Passenger Amenities as described in the grant agreement between the Northwest Arkansas Regional Planning Commission and the City of Fayetteville.

Joel Gardner

Executive Director

Ozark Regional Transit Authority

UNIVERSITY OF ARKANSAS

Transit and Parking Services

To: Molly Rawn
Mayor of Fayetteville

Re: Letter of Commitment Matching Funds NWARPC Grant

Date: July 25, 2025

Dear Mayor Rawn,

This letter is to serve as commitment from UA/Razorback Transit to participate in the grant program from Northwest Arkansas Regional Planning Commission for installation of transit shelters and bus stop improvements on Razorback Transit stops within the City of Fayetteville. The improvements will be distributed equitably between stops on the University campus and within the City.

UA/Razorback Transit is committed to providing up to $50,829.30 for the project in matching funds and direct payment to vendors for shelters. The commitment provides for: Infrastructure Improvements, Accessibility and Safety Enhancements, and Passenger Amenities as described in the grant agreement between the Northwest Arkansas Regional Planning Commission and the City of Fayetteville.

UA/Razorback Transit recognizes the importance of these improvements in enhancing the rider experience, increasing safety and accessibility for all passengers, and supporting the overall efficiency of the regional transit system. We look forward to collaborating with the City of Fayetteville and the Northwest Arkansas Regional Planning Commission to successfully implement these upgrades in a timely and effective manner.

Should you require any additional documentation or clarification regarding this commitment, please feel free to contact me at claytonh@uark.edu.

Sincerely,

Clayton Hamilton

Clayton Hamilton
Senior Associate Vice Chancellor for Campus Services

The University of Arkansas is an equal opportunity institution.

RESOLUTION #2023-22

A RESOLUTION ACCEPTING THE WALTON FAMILY FOUNDATION GRANT FOR THE RAZORBACK TRANSIT BUS STOP ENHANCEMENT PLAN & MATCHING GRANT PROGRAM FOR THE ENHANCING EQUITABLE TRANSIT CONNECTIONS IN NWA PROJECT

WHEREAS, the Northwest Arkansas Regional Commission (NWARPC) adopted a ten-year Transit Development Plan (TDP), Connect Northwest Arkansas, on October 28, 2020 to serve as a "blueprint" for improving and expanding transit systems in the Fayetteville-Springdale-Rogers, AR-MO urbanized area; and

WHEREAS, NWARPC is the designated recipient for Federal Transit Administration (FTA) urban grant funding programs and is responsible for transit planning and programming in the NWARPC Metropolitan Planning Area (MPA); and

WHEREAS, the NWARPC was awarded $180,000 (90%) Areas of Persistent Poverty (AoPP) Grant by the FTA for the Enhancing Equitable Transit Connections in NWA Project, including design, engineering, and environmental work, with the $20,000 (10%) local match being split by Ozark Regional Transit (ORT) and Razorback Transit; and

WHEREAS, a Bus Stop Enhancement Plan was completed in 2022 for Ozark Regional Transit (ORT); and

WHEREAS, the Walton Family Foundation awarded NWARPC $108,800 (80%) to complete a Bus Stop Enhancement Plan for Razorback Transit, with the local match of $27,200 (20%) being provide by the City of Fayetteville and Razorback Transit; and

WHEREAS, the Bus Stop Enhancement Plan for Razorback Transit will be used alongside the ORT Bus Stop Enhancement Plan as a tool to guide selection of bus stops to be improved with the AoPP grant funding; and

WHEREAS, the Walton Family Foundation awarded NWARPC a one-to-one matching grant of up to $200,000 (50%) towards the Enhancing Equitable Transit Connections in NWA Project, to be matched at the option of local communities.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:

SECTION 1. That the NWARPC hereby accepts the Walton Family Foundation's grant funding for the Razorback Transit Bus Stop Enhancement Plan as well as the one-to-one matching grant for the Enhancing Equitable Transit Connections in NWA Project.

SECTION 2. That the Director is hereby authorized to act on behalf of the NWARPC in matters concerning these grants and projects, including: (1) the execution of the grant agreement(s) and/or agreements of understanding with the Walton Family Foundation; and (2) carrying out all necessary actions to administer this grants and projects in accordance with the approved application, and with all applicable requirements and procedures.

PASSED AND APPROVED BY THIS 6TH DAY OF DECEMBER, 2023

Judge Barry Moehring, Chair, NWARPC

ATTEST:

OFFICE OF THE MAYOR
Molly Rawn

June 4th, 2025

Tim Conklin
Executive Director
Northwest Arkansas Regional Planning Commission
1311 Clayton Street
Springdale, AR 72762

Dear Mr. Conklin,

The City of Fayetteville is committed to ongoing efforts to improve transit stops throughout our community, with the goal of installing bus shelters at all stops within the next three years. With this in mind, I am pleased to learn about the opportunity to receive 1:1 matching funds through the Northwest Arkansas Regional Planning Commission (NWARPC) to support these improvements.

The City of Fayetteville in collaboration with our transit agencies commits to MATCHING 1:1 all funds from NWARPC, up to $228,797.00 to improve a minimum of 20 transit stops by October 2026. These matching funds will be collected through partnerships with Razorback Transit and Ozark Regional Transit and through City Council appropriation of existing and 2026 capital funds.

These improvements will include the construction of concrete shelter pads, loading platforms, ADA-accessible ramps, sidewalk connections, lighting, bicycle parking, and the assembly and installation of shelters, benches, and wayfinding signage.

Thank you for your continued support of regional transit initiatives.

Sincerely,

Molly Rawn

Molly Rawn
Mayor
City of Fayetteville, Arkansas
113 W Mountain Street
Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1280

MEETING OF APRIL 21, 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 to waive competitive bidding and approve a contract with Sweetser Construction, Inc, the City's bulk bid provider of concrete services, in the amount of $155,295 and a $25,000 contingency on Sunbridge and College Phase I to perform construction of drainage inlet tops and inlet extensions**

RECOMMENDATION:
Staff recommends approval to waive competitive bidding and approve a contract with Sweetser Construction, Inc, the City's bulk bid provider of concrete services, in the amount of $155,295 and a $25,000 contingency on Sunbridge and College Phase I to perform construction of drainage inlet tops and inlet extensions**.**

BACKGROUND:
This area was identified as a priority after the 2017 flooding event due to structure flooding as well as significant property damage and street flooding. Two structures have been reported as flooding during heavy rains, at least one additional structure has had water intrusion, and many others are receiving property damage or at risk of flooding. Significant road flooding also occurs along N Villa Blvd E Granada St. This project was originally designed to also alleviate flooding at the intersection of Sunbridge and College. Although the proposed downstream improvements should help the intersection, the upstream portion of the project at College Avenue is scheduled for a future phase due to the original bids being significantly over the available budget.

City council approved entering into a contract with Tri-Star Contractors, LLC on August 6, 2024 to complete the construction of the project.

DISCUSSION:
Tri-Star Contractors has fallen significantly behind the proposed schedule of work. Tri-Star's required completion date was February 10, 2026. While the sanitary sewer relocation and a good portion of the drainage installed, the contractor estimated many additional months beyond the required completion date to complete the work. Therefore, the City has taken action to remove a large portion of work from the current contract with Tri-Star and complete that work using a combination of the City's bulk bid process as well as City forces. While most of the remaining items are included within the bulk bids, some items fall outside of that process.

A significant portion of the remaining work involves concrete construction services. These services were previously awarded through the bulk bid process to Sweetser Construction, and the City has issued a purchase order for them to complete curb and gutter, driveways, sidewalks, and 4-foot inlet extensions. However,

additional concrete work not covered by the bulk bids includes 8-foot inlet extensions and construction of the tops of drainage boxes.

Staff proposes waiving competitive bidding for these remaining concrete construction services and authorizing Sweetser Construction to complete the work concurrently with their existing bulk bid items. In standard construction practice, curb and gutter installation is typically completed simultaneously with forming the inlet throat (opening) and any associated extensions. This coordination is particularly important on projects with roadway longitudinal slopes below one percent, as is the case for many areas of this project. Constructing these elements together helps ensure proper elevations, minimizes the risk of low spots that retain water, and provides a higher-quality finished product. It also avoids complications and time delays associated with mobilizing an additional contractor.

This project is also complicated by the fact that it has many reverse throat inlets where the inlet box itself is within the roadway rather than behind the back of curb. This is due to the large number of utilities located directly behind the curbing on this project. In these instances, a portion of the top of the box also acts as the throat (opening) of the inlet. Again, to ensure that everything is at the proper elevation and to provide the best possible finished product, staff recommends that the reverse throat inlet tops be completed while constructing the curb and gutter. From a timing and logistical standpoint, this is most easily accomplished by the contractor completing the curb and gutter which is Sweetser Construction in this case.

The current estimate for Sweetser Construction to complete approximately 20 box tops and 15 throat extension (8’ long) is $155,295 including bonds and insurance.

BUDGET/STAFF IMPACT:
Funding will come from the 2022 Drainage Bond Fund

ATTACHMENTS: 3. Staff Review Form, 4. Sunbridge Waiver - Signed

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

File #: 2026-1280

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF $155,295 FOR THE CONSTRUCTION OF DRAINAGE INLET TOPS AND INLET EXTENSIONS ASSOCIATED WITH PHASE I OF THE SUNBRIDGE AND COLLEGE DRAINAGE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $25,000.00

WHEREAS, on August 6, 2024, the City Council authorized a contract with Tri-Star Contractors, LLC for the construction of drainage improvements to address flooding issues near Sunbridge and College; and

WHEREAS, Tri-Star has fallen significantly behind the proposed schedule of work and, while the sanitary sewer relocation and a good portion of the drainage has been installed, the contractor has estimated many additional months beyond the completion date of February 10, 2026 to complete the work; and

WHEREAS, a significant portion of the remaining work involves concrete construction services, which were previously awarded through the bulk bid process to Sweetser Construction; however, additional concrete work not covered within the bulk bids includes 8-foot inlet extensions and construction of the tops of drainage boxes; and

WHEREAS, staff proposes authorizing Sweetser to complete the additional work concurrently with their existing bulk bid items because, in standard construction practice, curb and gutter installation is typically completed simultaneously with forming the inlet throat and any associated extensions; and

WHEREAS, this coordination is particularly important on project with roadway longitudinal slopes below one percent, as is the case for many areas of this project and constructing these elements together helps ensure proper elevations, minimizes the risk of low spots that retain water, and provides a higher quality finished product while avoiding complications and time delays associated with mobilizing a separate contractor.

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 a contract with Sweetser Construction, Inc. in the amount of $155,295.00 for the construction of drainage inlet tops and inlet extensions associated with Phase I of the Sunbridge and College Drainage Project, and further approves a project contingency in the amount of $25,000.00.

City of Fayetteville Staff Review Form

2026-1280

Item ID

5/5/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown	4/6/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval to waive competitive bidding and approve a contract with Sweetser Construction, Inc, the City's bulk bid provider of concrete services, in the amount of $155,295 and a $25,000 contingency on Sunbridge and College Phase I to perform construction of drainage inlet tops and inlet extensions

Budget Impact:

4704.860.7415-5817.00	Drainage Bond Funds 2022
Account Number	Fund
46040.7415.1000	Sunbridge and College Phase I Drainage Improvements
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	$	180,295.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	**$**	**362,106.70**

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: College and Sunbridge Drainage Phase I Sweetser Construction Drainage

Contract No.: 24-32, Construction

THIS CONTRACT is dated as of the _____ day of _____ in the year 2026 by and between The City of Fayetteville, Arkansas and Sweetser Construction, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified herein. The work under this Contract includes, but is not limited to:

The construction of approximately 20 storm drainage inlet/junction box tops and 15 throat extensions in accordance with the City of Fayetteville standards and as indicated within this contract.

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

Open burning is not allowed on City projects.

Blasting is not allowed on City projects.

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

The Contract includes work in City of Fayetteville Right-of-way and in Drainage and General Utility Easements.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. The City and Contractor agree that time is of the essence and will work together to complete all items included in this contract as soon as possible. Once all preparations for an item are completed by the City, the contractor specifically agrees to complete them in a timely fashion and avoid unnecessary delays that would cause great inconvenience to the adjacent property owners and residents.

CONTRACT BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 4 - CONTRACT PRICE

4.01 As provided in this contract, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER.

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. The contractor must specify in this contract the exact company name and address which must be the same as invoices submitted for payment associated with the work covered in this contract. Further, the contractor is responsible for immediately notifying the Procurement Division of any company name change, which would cause invoicing to change from the name used at the time of the original contract. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. Payments can be processed through contractor's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to any nonrefundable deposit or retainer that would remain property of the contractor even if the hourly work actually performed by the contractor would not justify such fee.

B. The City will pay the contractor based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

C. Invoicing: All invoices shall be presented to the City with the minimum information listed below.

1. City Department that ordered the materials or services
2. Order Date
3. Delivery date or the date of services
4. Name of the City Employee that requested or picked up the goods, materials, or service
5. Contract Number that applies to the purchase and invoices. Amounts in the estimate shall match invoicing.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Documents that are a part of this contract.

CONTRACT BETWEEN OWNER AND CONTRACTOR (continued)

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

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

D. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Estimated Price in accordance with the other terms and conditions of the Contract Documents.

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

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

1. This Contract.
2. Exhibits to this Contract (enumerated as follows):
   a. Notice to Proceed.
   b. Contractor's Estimate
   c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. Specifications consisting of divisions and sections as attached to this contract.
   a. Appendix A - General Concrete and Drainage Specifications
   b. Appendix B - Standard Steel Specifications
   c. Appendix H - Drop Inlet Construction Specifications
5. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: COLLEGE AND SUNBRIDGE DRAINAGE, BID 24-32, CONSTRUCTION of which the contractor is only responsible for a portion as noted above and in the attached estimate.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Upon executing this contract, the contractor certifies that:

1. Contractor has read and agrees to the requirements set forth in this contract, including

CONTRACT BETWEEN OWNER AND CONTRACTOR (continued)

specifications, terms, standard conditions, and any pertinent information regarding the articles included.

2. Unless otherwise noted and explained, the items listed in this contract meet or exceed all of these requirements as specified by The City of Fayetteville.

3. 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.

4. 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.

5. The Contractor can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

6. The Contractor certifies they are an officer of this organization, or have attached a letter of authorization, and they are duly authorized to certify the information provided herein is accurate and true.

7. Contractor shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.

8. Contractor will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations, when applicable.

9. The Contractor certifies they are not presently debarred or suspended and they are in compliance with the below Federal Executive Order:

    a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

    b. Contractor certifies that neither contractor or principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

CONTRACT BETWEEN OWNER AND CONTRACTOR (continued)

B. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

1. The laws of the State of Arkansas apply to any purchase made under this contract. Contractor shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this contract and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

C. COLLUSION:

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

D. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

1. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relating to purchases between the City and said Contractor.

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

3. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

E. INDEMNIFICATION:

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

F. CANCELLATION:

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

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

CONTRACT BETWEEN OWNER AND CONTRACTOR (continued)

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

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

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

1. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City.

2. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a contract to a firm that has disclosed its intent to assign or subcontract in its response to the contract, without exception shall constitute approval for purpose of this Contract.

H. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this contract. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

I. CERTIFICATE OF INSURANCE:

The successful Contractor 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. Insurance shall remain valid, when applicable, throughout project completion.

J. OTHER GENERAL CONDITIONS:

1. Contractor 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 or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

2. No oral interpretation or clarifications will be given as to the meaning of any part of this request for contract. All questions, clarifications, and requests, together with answers, if any, will be provided to the contractor via written field order or change order.

CONTRACT BETWEEN OWNER AND CONTRACTOR (continued)

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

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

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

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

This Contract will be effective on _____, 2026, which is the Effective Date of the Contract.

SWEETSER CONSTRUCTION, INC	CITY OF FAYETTEVILLE
By: Billy Sweetser	By: Molly Rawn
_____	_____
(Signature)	(Signature)
Title: President	Title: Mayor

CONTRACT BETWEEN OWNER AND CONTRACTOR (continued)

Contractor shall attach evidence of authority to sign.
If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Contract.
Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy form the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

Attest _____

(SEAL)

Attest _____

CONTRACT BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices

SWEETSER CONSTRUCTION, INC.
590 W. POPLAR
FAYETTEVILLE, AR 72703

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

ARKANSAS CONTRACTORS LICENSE #

License No. 0027470425

Agent for Service of process

WILLIAM G. SWEETSER

(Type or legibly print)

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

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

END OF DOCUMENT

Sweetser Construction, Inc.

Sunbridge and College Drainage Improvement
Estimate to Complete Box Tops and 8' Inlet Extensions

Item	Unit	Quantity	Unit Price	Total
Drop Inlet Box Top (Standard and Type S)	EA	20	$ 3,900.00	$ 78,000.00
(8') Drop Inlet Extension	EA	15	$ 5,000.00	$ 75,000.00
Bonds and Insurance	EA	1	$ 2,295.00	$ 2,295.00
			Total	$ 155,295.00

Notes: City to provide rebar, manhole rings and lids

Cast-in-Place Concrete

Description. This item shall consist of concrete in pavements, culverts, and miscellaneous structures, prepared and constructed in accordance with these specifications and conforming to the lines, grades, dimensions, and designs shown on the plans. Concrete shall consist of approved portland cement, fine aggregate, coarse aggregate, water, and any approved chemical admixtures mixed in the proportions specified for the various classes of concrete. All concrete shall be from a supplier approved by the Arkansas Department of Transportation.

Materials. The materials used in concrete shall conform to the requirements of ARDOT Standard Specifications Section 802.02. Coarse aggregate gradation shall conform to the requirements for Class A, S, S(AE), and Seal Concrete in Section 802.02.

Admixtures shall be used to improve certain characteristics of the concrete when specified on the plans. They may also be used when requested by the Contractor and approved by the City. The Contractor's request shall be supported with the manufacturer's certified formulation of the proposed admixture and with sufficient evidence that the proposed admixture has given satisfactory results on other similar work. Permission to use the admixture may be withdrawn at any time by the City when satisfactory results are not being obtained.

Admixtures shall be approved by the City. 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 Engineer/City Engineer can readily determine the amount of admixture entering the mixing water.

Fly ash may be used as a partial cement replacement not exceeding 20% by weight of the cement when approved by the City. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations. Fly ash used in concrete shall meet the requirements of ASTM C 618, Class C or F. Mixing of Class C and Class F fly ashes will not be permitted. Use of fly ash shall be discontinued immediately, as directed by the Engineer/City Engineer, when such use is determined to be causing the production of concrete that does not meet Specifications.

601.03 Classes of Concrete. One class of concrete is provided for in these specifications. The appropriate class of concrete shall be used as specified below or where designated by the Engineer/City Engineer.

The following requirements shall govern unless otherwise shown on the plans:

Class 1 concrete shall be used in curb and gutter, sidewalks, drop inlets, junction boxes, box culverts, bridges, concrete pavement, and miscellaneous concrete items.

This class of concrete shall not be used if concrete is to be placed underwater. Concrete to be placed under water shall meet ARDOT Specifications for Seal Concrete.

601.04 Classification and Proportioning. The concrete mixture shall be proportioned to insure a workable and durable concrete, as specified in the following table:

Characteristic	Class 1
Minimum Compressive Strength (psi at 28 days)	4000
Minimum Cement Content (bags per cu. yd.)	6
Maximum Water/Cement Ratio	0.45
Slump Range (Inches)	1-4*
Air Content Range (%)	4-7
Maximum Fly Ash Content	20%

*Maximum slump shall be 2" when slip form paving methods are used.

For all classes of concrete, the concrete materials shall be using the Absolute Volumes method in accordance with the requirements for the class specified.

The Contractor shall submit a mix design meeting the requirements of these Specifications. Certification that all materials used in the concrete mix meet the requirements of these Specifications shall be included with the mix design. No concrete shall be placed until a mix design is approved by the City.

Compressive strengths for all classes of concrete will be determined from test cylinders made in accordance with AASHTO T 23. If the strength required for the class of concrete being produced is not obtained with the minimum cement content specified, additional cement shall be used at no extra cost to the City.

601.05 Sampling and Testing. During the progress of work, concrete test specimens will be made by the City or its authorized representative in accordance with American Concrete Institute testing procedures. Sampling frequency will be as specified in Section 107.

Slump will be determined using AASHTO T 119. Air content will be determined using AASHTO T 152. Compressive strength specimens will be made in accordance with AASHTO T 23 and tested in accordance with AASHTO T 22.

Specimens for determining when forms may be removed, when a structure may be put in service, or when concrete piling may be driven will be cured, as nearly as practicable, in the same manner as the concrete in the structure and in accordance with AASHTO T 23.

601.06 Measurement of Materials. Materials will be measured by weighing, except as otherwise specified or where other methods are specifically authorized by the Engineer/City Engineer. Aggregates shall be measured separately and accurately by weight. Measuring devices shall be operated in a manner that will consistently weigh the cement within ± 1% and the individual aggregates within ± 2% of the required weight. Measuring devices shall be so designed and plainly marked that the weights can be accurately and conveniently verified for the quantities of each component actually being used.

Cement in standard packages (sack) need not be weighed, but bulk cement shall be weighed. The mixing water shall be measured by weight or by volume. The water measuring device shall be accurate to within 1%.

When the aggregates contain more water than the quantity necessary to produce a saturated surface-dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.

601.07 Mixing Concrete. Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.

The concrete shall be mixed only in the quantity required for immediate use. Concrete that has developed an initial set shall not be used. Re-tempering concrete will not be permitted.

Mixers and agitators shall not be charged in excess of the manufacturer's rated capacity. Concrete shall be delivered and discharged from the truck mixer or agitator into the forms within 1½ hours after the introduction of the mixing water to the cement. In hot weather, or under other conditions contributing to quick setting of the concrete, the maximum allowable time may be reduced by the Engineer/City Engineer. Each mixture shall be accompanied by a truck ticket issued at the batch plant. This ticket shall include 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.

Plants and transit mix trucks shall be equipped with adequate water storage and a device for accurately measuring and controlling the amount of water used in each batch.

Truck mixers shall be capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass, and of discharging the concrete within the specified range of consistency. The concrete shall be mixed not less than 70 nor more than 100 revolutions of the drum or blades at the rate of rotation specified by the manufacturer as the mixing speed. The pick-up and throw-over

blades in the drum of all mixers shall be maintained in satisfactory condition to assure thoroughly mixed concrete.

If additional mixing water is required to maintain the specified slump, approximately 20 revolutions of the mixer drum at mixing speed shall be required before discharge of any concrete. No additional water shall be added without approval of the Engineer/City Engineer.

601.08 Handling and Placing Concrete.

(a) General. The Contractor shall provide sufficient supervision, manpower, equipment, tools, and materials and shall assure proper production, delivery, placement, and finishing of the concrete for each placement in accordance with the specifications.

The time interval between batches of concrete in a continuous placement shall not exceed 20 minutes. The minimum placement rate shall be 20 cubic yards per hour in bridges, box culverts, and retaining walls.

In preparation for the placing of concrete, construction debris and extraneous matter shall be removed from the interior of forms. Struts, stays, and braces, serving temporarily to hold the forms in correct shape and alignment pending the placing of concrete, shall be removed when the concrete placement has reached an elevation rendering their service unnecessary.

(b) Conveying. Concrete shall be placed to avoid segregation of the materials and the displacement of the reinforcement. The use of long troughs, chutes, and pipes for conveying the concrete to the forms will be permitted only when authorized by the Engineer/City Engineer. In case an inferior quality of concrete is produced by the use of such conveyors, the Contractor shall cease the use of that conveyor until such corrections in procedure are made to insure work of the quality specified.

Open troughs and chutes shall be of metal or metal lined. Where steep slopes are required, the chutes shall be equipped with baffles or be in short lengths that reverse the direction of movement. Aluminum chutes, troughs, and pipes shall not be used for depositing concrete.
Chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

When placing operations involve dropping the concrete more than 5', it shall be deposited through approved pipes. Walls of 10" thickness or less may be placed without the use of pipes, provided the concrete can be placed without segregation.

(c) Placing. Concrete shall be placed in horizontal layers not more than 18" thick except as hereinafter provided. When less than a complete layer is placed, it shall be terminated in a vertical bulkhead. Each layer shall be placed and consolidated before the preceding batch has taken initial set to prevent injury to the green concrete and avoid surfaces of separation between the batches. Each layer shall be consolidated so as to avoid the formation of a construction joint with a preceding layer that has not taken initial set.

Concrete in footings shall be placed in the dry unless natural conditions prohibit. In that case, concrete shall be placed in accordance with Subsection 601.10. In order to separate water from the concrete, it will be permissible to utilize polyethylene sheeting or tarpaulins to maintain a physical barrier between the water and the concrete.

When the placing of concrete is temporarily discontinued, the concrete, after becoming firm enough to retain its form, shall be cleaned of laitance and other objectionable material to a sufficient depth to expose sound concrete. To avoid visible joints as far as possible upon exposed faces, the top surface of the concrete adjacent to the forms shall be smoothed with a trowel. Where a "feather edge" might be produced at a construction joint, an inset form shall be used to produce an edge thickness of not less than 6 inches.

Immediately following the discontinuance of placing concrete, accumulations of mortar splashed upon the reinforcing steel and the surfaces of forms should be removed. Dried mortar chips and dust shall not be puddled into the concrete. If the accumulations are not removed prior to the concrete becoming set, care shall be exercised not to damage or break the concrete-steel bond at or near the surface of the concrete while cleaning reinforcing steel.
After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcing bars.

Concrete in walls and top slabs of box culverts shall not be placed less than 24 hours after the concrete in previous placements has set. Provision shall be made for bonding the walls to the bottom slab or footing and the top slab to the walls by means of roughened longitudinal keys. Before concrete is placed in the walls or top slabs, the bottom slab, footing, or walls shall be thoroughly cleaned of extraneous material. No horizontal construction joints will be allowed in any wall of a box culvert unless provided on the plans or approved by the Engineer/City Engineer.

(d) Consolidating. All concrete, during and immediately after depositing, shall be thoroughly consolidated. This shall be accomplished by mechanical vibration subject to the following provisions:

1) The vibration shall be internal unless special authorization of other methods is given by the Engineer/City Engineer.
2) Vibrators shall be of a type and design approved by the Engineer/City Engineer. They shall be capable of transmitting vibration to the concrete at rated frequencies of not less than 4500 impulses per minute.
3) The intensity of vibration shall be such as to visibly affect a mass of concrete over a radius of at least 18 inches.
4) The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms and shall have in reserve at all times sufficient vibratory equipment to guard against shut down of the work because of the failure of the equipment in operation.
5) Vibrators shall be manipulated to thoroughly work the concrete around the reinforcement and embedded fixtures and into the corners and angles of the forms.

6) Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. The vibrators shall be inserted and withdrawn out of the concrete slowly. The vibration shall be of sufficient duration and intensity to thoroughly consolidate the concrete, but shall not be continued so as to cause segregation. Vibration shall not be continued at any one point to the extent that localized areas of grout are formed. Application of vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration is visibly effective.
7) Vibration shall not be applied directly or through the reinforcement to sections or layers of concrete that have hardened to the degree that the concrete ceases to be plastic under vibration. It shall not be used to make concrete flow in the forms over distances so great as to cause segregation, and vibrators shall not be used to transport concrete in the forms.
8) Vibration shall be supplemented by such spading as is necessary to ensure smooth surfaces and dense concrete along form surfaces and in corners and locations impossible to reach with the vibrators.

These provisions shall apply to precast products except that, if approved by the Engineer/City Engineer, the manufacturer's methods of vibration may be used.

601.09 Pumping. Concrete may be placed by pumping. The equipment for pumping shall be arranged and operated so that no vibrations result that might damage freshly placed concrete.

The Contractor will be permitted to furnish coarse aggregate for concrete that is to be pumped in a size smaller than that specified provided that a suitable mix can be produced that will conform to the requirements for the class specified.

Where concrete is conveyed and placed by mechanically applied pressure, the equipment shall be adequate in capacity for the work. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients.

Concrete for slump and air content requirements shall be obtained at the discharge end of the pipe.

The use of aluminum pipe as a conveyance for the concrete will not be permitted.

601.10 Depositing Concrete Under Water. Concrete shall not be deposited in water except when shown on the plans or with the approval of the Engineer/City Engineer. No concrete shall be placed underwater without an approved mix design which meets the ARDOT requirements for Seal Concrete.

The supply of concrete shall be maintained at the rate necessary to raise the elevation over the entire seal by a minimum of 1' per hour or an approved retarder shall be used as necessary for lesser placement rates.

For parts of structures under water, seal concrete shall be placed continuously from start to finish. The surface of the concrete shall be kept as nearly horizontal as practicable. The Contractor shall provide equipment and personnel to sound the top of the seal in the presence of the Inspector in order to verify the location of the seal at all times. Previously placed seal concrete shall not have taken its initial set prior to the placement of adjacent concrete.

Concrete shall be carefully placed by means of a tremie or other approved method. Still water shall be maintained at the point of deposit. Concrete shall be deposited in such a manner that the planned horizontal concrete flow shall be no more than 15 feet.

A tremie shall consist of a tube having a diameter of not less than 10", constructed in sections having flanged couplings fitted with gaskets and an approved foot valve. The tremie shall be supported so as to permit rapid lowering when necessary to retard or stop the flow of concrete. The discharge end shall be closed at the start of the work so as to prevent water from entering the tube and shall be entirely sealed. The tremie tube shall be kept sufficiently full to prevent the loss of the concrete seal. When a batch is dumped into the tube, the flow of concrete shall be induced by slightly raising the discharged end, always keeping it in the deposited concrete. If at any time the seal is lost, the tremie shall be raised, the discharge end closed for a new start, and then lowered into position with the discharge end in the previously deposited concrete. Aluminum tremies will not be permitted.

Dewatering may proceed when the seal concrete has been allowed to cure for a minimum of 72 hours at a water temperature above 45° F. All laitance or other unsatisfactory materials shall be removed from the exposed surfaces that are to support other structural loads.

601.11 Joints.

(a) Construction joints. Construction joints shall be made only where located on plans or shown in the placement schedule, unless otherwise approved by the Engineer/City Engineer.

The placing of concrete shall be carried continuously from joint to joint. The face edges of all joints that are exposed to view shall be carefully finished true to line and elevation.

The surface of the hardened concrete shall be roughened in a manner that will not leave loosened particles of aggregates or damaged concrete at the surface. It shall be thoroughly cleaned of foreign matter and laitance and saturated with water.

If not detailed on the plans, or in the case of emergency, construction joints shall be placed as directed by the Engineer/City Engineer. Shear keys or inclined reinforcement shall be used where necessary to transmit shear or bond the two sections together. When shear keys or inclined reinforcement is not provided, the concrete shall be roughened as directed.

(b) Expansion and Fixed Joints. Joints shall be constructed according to the details shown on the plans.

1) **Open Joints.** Open joints shall be placed in the locations shown on the plans and shall be constructed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material. The insertion and removal of the template shall be accomplished without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint unless specified on the plans.
2) **Filled Joints.** Poured expansion joints shall be constructed similar to open joints. When premolded types are specified, the filler shall be in the correct position when the concrete on the second side of the joint is placed. An approved joint sealer meeting the requirements of Subsection 601.11(d) is required in addition to the joint filler. The cavity for the sealer shall be formed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material.

All faces of the joint to be sealed shall be thoroughly cleaned by sand blasting, water blasting, or other approved methods prior to placing the joint seal material.

Preformed expansion joint filler, non-extruding and resilient types, shall meet the requirements of AASHTO M 153. Type 2 (sponge rubber) shall be required to have a minimum expansion of 125% and be within ± 0.1" of the specified plan thickness.

Other types of joint fillers may be allowed if approved by the Engineer/City Engineer.

(c) Contraction Joints. Contraction joints shall be constructed according to the dimensions specified in the plans and these specifications. The joints shall continue continuously across the full width of the concrete surface. Contraction joints shall be 1/8" to 3/8" wide and shall extend to a depth equal to ¼ to 1/3 of the thickness of the concrete being placed. All contraction joints shall be sealed with an approved sealant meeting the requirements of Subsection 601.11(d) for types 3, 4 or 5.

(d) Joint Materials. Materials for filling and sealing joints shall be as shown on the plans and shall comply with the following requirements, as applicable:

Type 1. A joint filler that is a uniform mixture of sawdust and asphalt material in the proportion of one part asphalt to four parts sawdust, by volume. Asphalt material used shall be either MC-250 or SS-1. When this material is specified, the joint shall be filled to within 25 mm (1") of the pavement surface. The top 1" shall be sealed with a material complying with the requirements of AASHTO M 173.

Type 2. A joint filler that is preformed, non-extruding, and resilient type, complying with AASHTO M 153 Type I (sponge rubber).

The material for filling and sealing longitudinal, warping, contraction, and other specified joints shall be as shown on the plans and shall comply with the following requirements:

1) Backer rod filler for Types 3, 4, and 5 joint shall be of resilient material approximately 3 mm (1/8") larger in diameter than the width of the joint to be sealed. All components of

the joint sealant system, including the backer rod, shall be compatible. No bond shall occur between the backup material and the sealant system for types 3 and 4 joint sealer.

Type 3. A joint sealer that is a one part silicone formulation that does not require a primer for bond to concrete. The compound shall be compatible with concrete. Acetic acid cure sealants are not acceptable. The material shall be one that has been approved by the Engineer.

Type 4. A joint sealer that is a one part silicone formulation that does require a primer for bond to concrete. The compound shall be compatible with concrete. Acetic acid cure sealants are not acceptable. The material shall be one that has been approved by the Engineer.

Type 5. A joint sealer that is a hot poured elastomeric joint sealant. The material shall comply with AASHTO M 282. The appendix of that specification shall be considered a part of this specification.

Type 6. A joint sealer that is a 2 component, cold poured, synthetic polymer, complying with ASTM D 1850 with the exception of penetration, which shall not exceed 100, and resilience, both original cured sample and oven aged, which shall be a minimum of 70%.

Type 7. A joint sealer that is a hot poured elastic type complying with AASHTO M 173.

601.12 Forms. Forms shall be mortar-tight and of sufficient rigidity to prevent distortion due to the pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage of the lumber.

The forms shall be substantial and unyielding and shall be so designed that the finished concrete will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.

Forms for exposed surfaces shall be made of dressed lumber or plywood of uniform thickness, steel, or other approved materials that will provide a smooth surface, and shall be mortar-tight. Forms shall have a ¾" chamfer at all sharp corners unless otherwise directed. In the case of projections, such as girders and copings, forms shall be given a bevel or draft to insure easy removal.

Metal snap-ties within the forms shall be so constructed as to permit their removal to a depth of at least 1" from the face of the concrete. Metal inserts or anchorages within the forms shall be so constructed as to permit their removal to a depth of at least 1" from the face of the concrete or be covered by being embedded a minimum of 1" in the concrete. In case ordinary wire ties are permitted, all wires, upon removal of the forms, shall be cut back at least ¼" from the face of the concrete. All cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.

Forms shall be set and maintained true to the line designated until the concrete is sufficiently hardened. Before depositing new concrete on or against concrete that has hardened, the forms shall

be re-tightened. Forms shall remain in place for the periods specified in Subsection 601.13. When forms appear to be unsatisfactory in any way, either before or during the placing of concrete, the Engineer/City Engineer shall order the work stopped until the defects have been corrected.

The shape, strength, rigidity, watertightness, and surface smoothness of re-used forms shall be maintained at all times. Any warped or bulged lumber must be re-sized before being re-used.

Forms shall be cleaned before being set to line and grade and shall be oiled prior to placing reinforcing steel in the vicinity of the forms. Materials or methods used in oiling the forms shall not result in the discoloration of the concrete.

601.13 Removal of Forms. In the determination of the time for the removal of forms and the discontinuance of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix.

Removal of forms shall be in accordance with the following schedule:

Item	Minimum Time	Strength Requirement
Top Slabs of RC Box Culverts	7 days	80% Specified
Forms for Columns and Vertical Walls	24 hours	N /A
Side Forms for Parapets, Median Barriers, and Curb Faces	6 hours	N/A

Forms on surfaces that will require a Class 2 finish in accordance with Subsection 601.16 shall be removed at the earliest time permitted under these Specifications in order to begin finishing operations.

Forms and their supports shall not be removed without the approval of the Engineer/City Engineer. Supports shall be removed in such a manner as to permit the concrete to uniformly and gradually take the stresses due to its own weight. Methods of form removal likely to cause overstressing of or damage to the concrete shall not be used.

601.14 Weather and Temperature Limitations.

(a) Hot Weather. When the internal temperature of the plastic concrete reaches 85° F, the Contractor shall take the necessary precautions to ensure that the temperature of succeeding batches does not exceed 90° F. Concrete batches with temperatures in excess of 90° F will be rejected. The method used to control the concrete temperature shall be approved in writing by the Engineer. The temperature of the plastic concrete shall be determined immediately prior to its being deposited in the forms by inserting a thermometer to a depth consistent with the capabilities of the thermometer being used to obtain a true reading. Prior to beginning placement, the Contractor shall insure that sufficient materials, labor, and equipment are available during placement to implement the previously approved cooling process.

(b) Cold Weather. Concreting operations will not be permitted when a descending air temperature falls below 40° F nor resumed until an ascending air temperature reaches 35° F without specific authority from the Engineer/City Engineer. Under no circumstances will the placing of concrete on a frozen subgrade be permitted. No concrete shall be placed unless the temperature of the concrete is more than 50° F when placed. If heating of the ingredients is necessary to meet this criterion, it shall be accomplished by a method such as dry heat or steam and not by direct flame. Water shall not be heated to more than 180° F, and shall be combined with the aggregate before the addition of cement. Frozen aggregates may not be used.

After concrete is placed, it shall be protected by insulated forms, blankets, enclosing and heating, and/or any other method approved by the Engineer/City Engineer that will maintain the temperature adjacent to the concrete at a minimum of 50° F for at least 5 days. Concrete that has been frozen or damaged due to weather conditions shall be removed and replaced by the Contractor at no cost to the City.

(c) Protection Against Rain. In order that concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor shall have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood planks having a nominal thickness of not less than 2" and a nominal width of not less than the thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as burlap or cotton mats, or plastic sheeting material for the protection of the surface of the pavement. When rain appears imminent, all paving operations shall stop and all available personnel shall begin protection of the sides of the pavement and covering the surface of the unhardened concrete with the protective covering. Any surface finish damaged by rain shall be repaired or replaced to the satisfaction of the City at no cost to the City.

601.15 Curing Concrete.

(a) Materials. Materials used in curing concrete shall conform to one of the following types: Burlap-polyethylene sheeting shall meet the requirements of AASHTO M 171.

Polyethylene sheeting shall meet the requirements of AASHTO M 171.

Copolymer/synthetic blanket shall meet the requirements of AASHTO M 171. Copolymer/synthetic blankets shall be a composite of a copolymer membrane material coated over a layer of absorbent nonwoven synthetic fabric weighing at least 6 ounces per square yard, uniform in appearance, and free from visible defects.

Other approved sheeting materials shall meet the requirements of AASHTO M 171.

Membrane curing compound shall meet the requirements of AASHTO M 148, Type 1-D or Type 2.

(b) Application. The exposed concrete, immediately after finishing, shall be covered with one of the curing materials listed above and shall be kept continuously and thoroughly wet for a period of not less than 5 days after the concrete is placed. Membrane curing does not require the application of additional moisture.

Membrane curing compound shall not be used on surfaces requiring a Class 2 finish.

When membrane curing is used, the exposed concrete shall be thoroughly sealed by applying the membrane curing solution immediately after the free water has left the surface. The concrete inside the forms shall be sealed immediately after the forms are removed and necessary finishing has been done. For uniform application in the field on vertical concrete surfaces, the specified rate of application may be achieved by two coats applied at an interval of approximately 1 hour.

The Contractor shall provide satisfactory equipment and means to properly control and assure the direct application of the curing solution on the concrete surface so as to result in a uniform coverage at the rate of 1 gallon for each 125 square feet of area.

If rain falls on the newly coated concrete before the film has dried sufficiently to resist damage, or if the film is damaged in any other manner, a new coat of the solution shall be applied to the affected portions equal in curing value to that specified above.

601.16 Finishing Concrete Surfaces. Surface finishes shall be classified as follows:

Class 1. Ordinary Surface finish.
Class 2. Rubbed finish.
Class 3. Sprayed finish.
Class 4. Exposed Aggregate finish.
Class 5. Tined Surface finish.
Class 6. Broomed finish.
Class 7. Grooved finish.

All concrete shall be given a Class 1, Ordinary Surface Finish. In addition, if further finishing is required, such other types of finish will be as specified herein.

Payment for finishes will be considered a part of the applicable item of concrete used.

The following surfaces shall be given a Class 2 finish except when a Class 3 finish is specified in the plans:

1) Exposed surfaces of retaining walls and box culvert wingwalls, surfaces of concrete rails, rail posts, rail end posts, rail bases, and parapets, including the outside face.
2) At the option of the Contractor, a Class 3 finish may be used on all surfaces requiring a Class 2 finish provided the same class of finish is used on the entire job.
3) Sidewalks, curbs, exposed horizontal surfaces of inlets and junction boxes, and exposed horizontal faces of miscellaneous concrete items shall be given a Class 6 finish.

4) Concrete pavement surfaces shall be given a Class 5 finish.

The various classes of surface finish are defined as follows:

(1) Class 1, Ordinary Surface Finish. Immediately following the removal of forms, fins and irregular projections shall be removed from all surfaces except from those that are not to be exposed or are not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been thoroughly saturated with water, shall be carefully pointed and trued with a mortar of cement and fine aggregate mixed in the proportion of 1:2. Mortar used in pointing shall be not more than 1 hour old. The concrete shall then be rubbed or sprayed, if required, and cured as specified under Subsection 601.15. Construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

The resulting surfaces shall be true and uniform. Repaired surfaces, the appearance of which is not satisfactory to the City, shall be rubbed as specified under Class 2 finish.

Exposed surfaces not protected by forms shall be struck off with a straightedge and finished with a wood float to a true and even surface. The use of additional mortar to provide a plastered or grout finish will not be permitted.

The tops of caps in the area of the bridge seat shall be finished with a steel trowel or by grinding to a smooth finish and true slope at the proper elevation.

(2) Class 2, Rubbed Finish. After removal of forms, the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work the concrete shall be thoroughly saturated with water. Sufficient time shall have elapsed before the wetting down to allow the mortar used in the pointing of rod holes and defects to thoroughly set. Surfaces to be finished shall be rubbed with a medium coarse carborundum stone, using a small amount of mortar on its face. The mortar shall be composed of cement and fine sand mixed in proportions used in the concrete being finished. Rubbing shall be continued until form marks, projections, and irregularities have been removed, voids filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.

After concrete above the surface being treated has been cast, the final finish shall be obtained by rubbing with a fine carborundum stone and water. This rubbing shall be continued until the entire surface is of a smooth texture and uniform color.

After the final rubbing is complete and the surface has dried, it shall be rubbed with burlap to remove loose powder and shall be left free from all unsound patches, paste, powder, and objectionable marks.

(3) Class 3, Sprayed Finish. The material furnished for sprayed finish shall be a commercial paint type texturing product produced specifically for this purpose, and shall consist of a synthetic non-

alkyd resin containing mica, perlite, non-biodegradable fibers, and durable tinting pigments. The material shall be approved by the City. Unless otherwise specified in the Contract, the color of the sprayed finish shall be concrete gray, equal or close to Shade 36622 of the Federal Color Standard 595 A.

Surfaces to be coated shall be free from efflorescence, flaking, coatings, dirt, oil, and other foreign substances. The sprayed finish shall not be applied over surfaces cured with membrane curing compound until 30 days has elapsed from application of the membrane. Prior to application of spray finish, the surfaces shall be free of moisture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

The spray finish shall be applied at a rate as recommended by the manufacturer and as approved by the Engineer/City Engineer. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application.

The completed finish shall be tightly bonded to the structure and shall present a uniform appearance and texture equal to or better than that required for rubbed finish. If necessary, an additional coat or coats shall be applied to produce the desired surface texture and uniformity. Upon failure to adhere positively to the structure without chipping or cracking, or to attain the desired surface appearance, the coating shall be removed from the structure and the surface given a rubbed finish, or another approved finish satisfactory to the City.

(4) Class 4, Exposed Aggregate Finish. This type of finish shall be produced by scrubbing the surface of green concrete with stiff wire or fiber brushes, using a solution of muriatic acid in the proportion of 1 part acid to 4 parts water, or by sand blasting, until the cement film or surface is completely removed and the aggregate particles are exposed. The amount of aggregate exposure will be specified on the plans or designated by the Engineer/City Engineer. Any surface treated with muriatic acid shall be thoroughly washed with water to which a small amount of ammonia has been added to remove all traces of the acid. The resulting surface shall be an even pebbled texture.

(5) Class 5, Tined Roadway Surface Finish. The concrete roadway surface shall be given a finish with a burlap drag, followed by tining.

The surface shall be finished by dragging a seamless strip of damp burlap over the full width of the roadway surface. The burlap drag shall consist of sufficient layers of burlap and have sufficient length in contact with the concrete to slightly groove the surface, and shall be moved forward with a minimum bow of the lead edge. The drag shall be kept damp, clean, and free of particles of hardened concrete.

The final finish shall be accomplished by using the drag finish as described above with the further application of a metal tine finishing device. The tine shall be approximately 0.032" by 0.125" of steel flat wire, 2" to 5" in length, and spaced on ½" to ¾" centers. The grooves produced in the concrete shall be substantially from 1/8" to 3/16" in depth. The grooves shall be transverse to the centerline of the surface. The metal tine device shall be operated by approved mechanical or

manual means. Other texturing equipment may be approved by the Engineer/City Engineer provided it produces a texture equivalent to that produced by the metal tine.

The tining shall be terminated with a transition in depth 18" from the gutter line. The outer 18" of the tined surface shall receive a Class 6, broomed finish.

(6) Class 6, Broomed Finish. After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board, floated, and broomed. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than ¼" under a 10' straightedge. The surface shall have a granular or matte texture.

(7) Class 7, Grooved Finish. The roadway surface shall be grooved perpendicular to the centerline with grooves extending across the slab to within 18" of the gutter line. The grooves shall be cut using a mechanical sawing device that will leave grooves 1/8" to 3/16" in depth and spaced on ½" to ¾" centers.

Section 602. Reinforcing Steel

602.01 Description. This item shall consist of reinforcing steel and miscellaneous accessories of the quality, type, size, and quantity designated, which shall be furnished and placed in concrete according to these specifications and in conformity with the details shown on the plans, or as directed.

602.02 Materials.

(a) Bar Reinforcement. Bar reinforcement for concrete in sizes up to and including #18 shall conform to the requirements of AASHTO M 31 or M 53.

(b) Wire and Wire Fabric. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 32 or M 225.

(c) Bar Mat Reinforcement. Bar mat reinforcement for concrete shall conform to the requirements of AASHTO M 54.

(d) Epoxy Coating. When specified, reinforcing steel bars shall be coated according to AASHTO M 284 using a coating material that meets the requirements of Annex A1 of AASHTO M 284.

The Contractor shall supply to the Engineer a written certification that properly identifies the number of each batch of coating material used in the order; the material, quantity represented, date of manufacture, and name and address of the manufacturer; and a statement that the supplied coating material meets the requirements of Annex A1 of AASHTO M 284.

Patching material, compatible with coating material, inert in concrete, and meeting the requirements of Annex A1 of AASHTO M 284, shall be provided by the epoxy coating manufacturer.

602.03 Bar Lists and Bending Diagrams. All reinforcing steel shall be fabricated to conform to the details shown on the plans. Pins used for bending reinforcing steel shall be equal to or larger than that shown on the plans. Bar lists and bending diagrams for reinforcing steel and bar supports will not be reviewed or approved by the Engineer. The Contractor shall be responsible for the accuracy of the fabricated reinforcing steel.

602.04 Fabrication. Bar reinforcement shall be bent to the shapes shown on the plans.

Bars shall be bent cold, unless otherwise permitted by the Engineer. No bars partially embedded in concrete shall be field bent, except as shown on the plans or specifically permitted by the Engineer.

Radii for bends shall be as shown on the plans. When not shown on the plans, radii bends on the inside of bars shall be as specified below:

Bar Number	Minimum Radii
Stirrups and Ties	4 bar diameters
3,4,5,6,7, or 8	6 bar diameters
9,10, or 11	8 bar diameters
14 or 18	10 bar diameters

The Engineer/City Engineer or his representative shall have free access to the shop for inspection, and every facility shall be extended to him for this purpose. On a random basis, samples of bars, other than the additional test bars, may be taken by the Engineer.

Epoxy coating applicators shall be CRSI certified. The Contractor shall inform the Engineer, in writing, at least 10 days prior to performing any of the cleaning or coating operations. The Contractor shall furnish to the Engineer the coating applicator's certification certifying that all materials used, the preparation of the bars, coating, and curing were done according to these specifications and that no bars contain more than six holidays per yard. The certification shall include or have attached specific results of tests of coating thickness and flexibility of coating.

602.05 Shipping, Handling, and Protection of Material. Bar reinforcement shall be shipped in standard bundles, tagged and marked according to the *Code of Standard Practice* of the Concrete Reinforcement Steel Institute.

Steel reinforcement shall be protected from damage. When placed in the work, it shall be free from dirt, detrimental rust or scale, paint, oil, or other foreign substance. Steel reinforcement shall be stored above the ground on skids, platforms, or other supports. Epoxy coated reinforcing steel that is not incorporated into the work within 90 calendar days after delivery to the project shall be protected from exposure to the sun.

Epoxy coating damaged during fabrication, shipping, or installation shall be repaired according to AASHTO M 284. Damaged areas less than 0.10 square inch need not be repaired but all areas larger than 0.10 square inch shall be repaired. The maximum amount of damage shall not exceed 2% of the surface area of each bar. All damaged areas shall be repaired according to the manufacturer's instructions. Repairs will be required on all sheared or cut ends of bars, end areas left bare during the coating process, and any areas where the entire coating is removed. All repairs shall be completed as soon as practicable and, in the case of bare end areas and sheared ends, before visible oxidation of the surface occurs. Epoxy coated bars shall not be flame cut.

The Contractor shall exercise caution when placing and vibrating concrete to prevent any damage to epoxy coated bars. In order to prevent the vibrator from damaging the coated bars, the head shall be covered with a sheet of rubber or a similar material as approved by the Engineer/City Engineer.

602.06 Placing and Fastening. Steel reinforcement shall be accurately placed in the positions shown on the plans and firmly held during the placing and setting of concrete. Bars shall be tied at all intersections except where spacing is less than 12" in each direction, in which case alternate intersections shall be tied. Bundled bars shall be tied together at not more than 6' centers.

Bar positions or clearances from the forms shall be maintained by means of stays, ties, hangers, or other approved devices. Reinforcing steel shall not be welded unless detailed on the plans or authorized in writing by the Engineer. Metal bar supports that are in contact with the exterior surface of the concrete shall have protection conforming with the CRSI Specifications, Class 1 for Plastic Protected Bar Supports or Class 2 for Stainless Steel Bar Supports, with the further provision that the plastic protection may be applied either by a dipping operation or by the addition of premolded plastic tips to the legs of the supports. Epoxy Coated Bar Supports that are coated according to the provisions of AASHTO M 284 using a coating material meeting the requirements of Annex A1 of AASHTO M 284 may be substituted for Plastic Protected Bar Supports or Stainless Steel Bar Supports. All high chairs and bar bolsters shall be metal. Any bar supports that deform under foot traffic or other construction activities shall not be used.

When concrete is to rest on an excavated surface, layers of bars shall be supported above the surface by metal chairs or by precast mortar or concrete blocks. The use of rocks, pieces of stone or brick, pipe, wooden blocks, or chunks of concrete will not be permitted as bar supports or spacers.

Reinforcement shall be placed by the Contractor and inspected and approved by the Engineer/City Engineer before the placing of concrete begins. Concrete placed in violation of this provision may be rejected and removal required. Unless otherwise shown on the plans, the spacing of supports shall conform to the recommendations of CRSI.

Epoxy coated bars shall be placed on plastic coated or epoxy coated metal supports and shall be held in place by use of plastic coated tie wires or molded plastic clips especially fabricated for this purpose. Bar supports for epoxy coated bars shall be fully coated metal supports. Epoxy coated bar supports shall be coated according to the provisions of AASHTO M 284 using a coating material meeting the requirements of Annex A1. In placing epoxy coated bars, care shall be maintained to prevent coated bars from being damaged.

After the coated bars are secured to bar supports, a final visual inspection shall be made and all uncoated or damaged areas coated or repaired as required by the Engineer/City Engineer.

602.07 Splicing. Reinforcing steel shall be furnished in the full lengths specified on the plans. Bars spliced as a result of unforeseen construction conditions or sequences will require the written approval of the Engineer. Splices shall meet the requirements of the current edition of the AASHTO *Standard Specifications for Highway Bridges.*

Secondary reinforcing used for distribution of loads, such as longitudinal bars in box culverts and retaining walls may be lapped 32 bar diameters minimum if bars are #6 or smaller. Primary reinforcing for columns and retaining walls which require splicing as a result of the lowering of footings shall be spliced at the upper end of the original bars. Required lengths of splices for primary reinforcing will be determined by the Engineer.

In lapped splices, the bars shall be placed in contact and fastened together in such a manner as to maintain the minimum distance to the surface of the concrete as shown on the plans.

City of Fayetteville
Bid Specification
for
Drop Inlet and Junction Box Construction

Description. This item shall consist of the construction of drop inlets, area inlets, junction boxes, and drop inlet extensions with rings and covers or grates and frames. The construction shall be in accordance with these specifications and details (Appendix C). **Excavation, subgrade preparation, and backfilling will be completed by the City and is not the responsibility of the bulk bid contractor.**

Materials.

(a) All concrete for this section shall conform to the requirements for Class 1 Concrete as provided in Section 601, COF Standard Street and Drainage Specifications (Appendix A).

(b) Reinforcing steel shall conform to the requirements of Section 602, COF Standard Street and Drainage Specifications (Appendix B).

(c) Steel for welded steel grates and frames shall conform to the requirements of ASTM A 36.

(d) Iron castings for rings and covers, grates and frames, and other appurtenances shall conform to the requirements of ASTM A 48, Class 30A. Bearing surfaces between rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact. Castings shall be of the weight shown on the plans. Minimum weight of ring and lid shall be 275 pounds. The lid shall include the standard City of Fayetteville logo according to the Standard Details.

(e) Precast concrete units of the type, size, and designation shown on the plans may not be used unless written permission is given by the City. Precast units shall be subject to the requirements of AASHTO M 199. Units so manufactured must be certified by a professional engineer registered in the State of Arkansas that they have been designed and manufactured according to AASHTO M199 and that they meet the requirements for HS20 loading. Joint materials shall conform to Subsection 301.02.

(f) Curing Materials. Curing materials shall meet the requirements of Subsection 601.15, COF Standard Street and Drainage Specifications (Appendix A).

Construction Requirements. Drop inlets, junction boxes, and drop inlet extensions shall be constructed with either reinforced or non-reinforced concrete, as shown on the plans.

Concrete shall not be placed until the Engineer/City Engineer has inspected the forms and the placement of reinforcing steel and rings or frames.

Round monolithic drop inlets may have the floors cast monolithically with the walls. All other concrete floors shall be placed at least 24 hours before beginning construction of the walls. A longer period of time may be required if weather conditions make it necessary.

When completed, the concrete shall be cured as specified in Subsection 601.15, COF Standard Street and Drainage Specifications (Appendix A).

Walls shall be constructed to form a tight joint with the floor and around the inlet and outlet pipes. Pipes shall be cut flush with the inside surfaces of the wall.

Utility lines that are carried through the walls shall be protected in an approved manner to avoid damage.

Faces of drop inlets and drop inlet extensions shall be placed as a part of the curb in order to preserve the proper alignment.

Precast concrete drop inlets or junction boxes may be used only by special permission of the City. Inlet and extension tops and throats will be cast-in-place with no exceptions.

Precast reinforced concrete drop inlet or junction box sections shall be carefully set with joints conforming to the requirements of Subsection 301.03(d).

Metal rings or frames shall be set accurately to the finished elevations so that no subsequent adjustments will be necessary. They shall be set in a full mortar bed with firm bearing on the walls or securely fastened to the forms so that no movement will occur when concrete is placed around them.

Welded steel grates and frames shall be welded with ¼" fillet welds, and painted in accordance with the plans.

Backfilling. Backfilling shall be completed by the City and is not the responsibility of the bulk bid contractor. Backfill around inlets and junction boxes shall be with approved material as defined in the following paragraphs. Backfilling of inlets and junction boxes shall not begin until results of concrete cylinder tests demonstrate that concrete has reached 75% of specified strength. Backfill material shall be placed in layers not to exceed 4" in depth and shall be compacted to 98% of maximum density as measured by AASHTO T 99 for soil materials or by AASHTO T 180 for aggregate base materials.

All structures or parts of structures that fall within the limits of the roadway (defined as centerline to 1' behind the backs of curbs) shall be backfilled with aggregate base material unless otherwise allowed in writing by the Engineer/City Engineer.

Structures in other areas shall be backfilled with approved material provided from on-site or off-site areas.

Structures shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be reasonably free of such accumulations at the time of final inspection.

Method of Measurement. Drop inlets, junction boxes, and drop inlet extensions will be measured by the unit. One drop inlet extension unit is measured at a 4' length. Each unit shall consist of the concrete frame, the ring and grate, and any pipe required to form the vertical portion of the drain including a standard elbow or tee.

302.06 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid each for Drop Inlets, Drop Inlet Extensions, Area Inlet or Junction Boxes, of the size and type specified, which price shall be full compensation for constructing drop inlets, area inlets drop inlet extensions, or junction boxes; for furnishing and installing of rings and covers or grates and frames; and for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
(4') Drop Inlet (Type C or MO)	EA
(5') Drop Inlet (Type C or MO)	EA
(6') Drop Inlet (Type C or MO)	EA
(4') Junction Box (Type C or MO)	EA
(5') Junction Box (Type C or MO)	EA
(6') Junction box (Type C or MO)	EA
(4') Drop Inlet Extension	EA
(5') Area Inlet	EA
Drop Inlet Back Opening	EA
(8') Drop Inlet Extension	EA
Drop Inlet Box Top (Type S and Standard)	EA

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-516

MEETING OF APRIL 21, 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: **Resident-Requested Traffic Calming Policy Update**

RECOMMENDATION:
Staff recommends updating the resident-requested 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 4-2-26 Update, 5. Resident-Requested 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 RESIDENT-REQUESTED 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

RESIDENT-REQUESTED TRAFFIC CALMING POLICY

Update Draft April, 2026

INTRODUCTION

Excessive traffic speed in neighborhood areas is an issue of concern to citizens in Fayetteville. This policy addresses a procedure through which residents can request traffic calming measures. This policy is a primary evaluation tool to provide objective measures to evaluate the appropriateness of all traffic calming requests but does not preclude the City from implementing traffic calming as part of street improvements.

Traffic calming is the management of traffic using 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

ELIGIBILITY REQUIREMENTS

The design of traffic calming devices must meet the following criteria:

1. Only residential links, urban center streets with less than 3,000 ADT and neighborhood link streets with less than 1,500 ADT are eligible.
2. Limited to streets having only one lane of through traffic in each direction.
3. Streets must not be primary emergency routes, as determined by the Police and Fire Departments.
4. 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. 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.

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 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 from property owners or residents of 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. 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.

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.	Average Daily Traffic (ADT)/100
Sidewalks and Bikeways	-5 to 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 10 pts	1 point for each auto accident/year at one location over a 3 year period, 3 points for any fatal or serious injury crash or crash involving a pedestrians or bicyclists.
School zones and Pedestrian Activity	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 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, when the city deems it necessary for public safety or when staff has been unable to reach a majority of residents, the 60% requirement may be waived.

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.

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

RESIDENT-REQUESTED TRAFFIC CALMING POLICY

Update Draft April, 2026

INTRODUCTION

Excessive traffic speed in neighborhood areas is an issue of concern to citizens in Fayetteville. This policy addresses a procedure through which residents can request traffic calming measures. This policy is a primary evaluation tool to provide objective measures to evaluate the appropriateness of all traffic calming requests but does not preclude the City from implementing traffic calming as part of street improvements.

Traffic calming is the management of traffic using 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.

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

ELIGIBILITY REQUIREMENTS

The design of traffic calming devices must meet the following criteria:

1. Only residential links, urban center streets with less than 3,000 ADT and neighborhood link streets with less than 1,500 ADT are eligible.
2. Limited to streets having only one lane of through traffic in each direction.
3. Streets must not be primary emergency routes, as determined by the Police and Fire Departments.
4. 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. 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.

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 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 from property owners or residents of 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. 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.

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 the posted or statutory speed limit -using the 85th percentile
Volume	Per Calc.	Average Daily Traffic (ADT)/100
Sidewalks and Bikeways	-5 to 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 10 pts	1 point for each auto accident/year at one location over a 3 year period, 3 points for any fatal or serious injury crash or crash involving a pedestrians or bicyclists.
School zones and Pedestrian Activity	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 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, when the city deems it necessary for public safety or when staff has been unable to reach a majority of residents, the 60% requirement may be waived.

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.

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

CITY COUNCIL MEMO
2026-1187

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Code Compliance Supervisor

SUBJECT: **Order to Raze and Remove the structure at 20 N School Ave in Ward 2.**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 20 N. School Ave.

BACKGROUND:
The subject property is located at 20 N. School Ave., located between W. Meadow St. to the north and W. Center St to the south. Staff was notified of the property's condition through an anonymous complaint. A subsequent inspection on November 12, 2025, found an unsecured, abandoned cinder block structure with signs of neglect, as evidenced by graffiti on several walls and significant interior and exterior disrepair. Staff started a raze and removal case on that date and mailed the owners, Stephen and Gretta Smith, a notice of violation. While postal delivery was unsuccessful, staff was able to contact the owner via telephone on January 5, 2026. That conversation served as notification of the violation and the property owner indicated an intent to demolish the building. Accordingly, staff afforded the property owner the opportunity to remove the structure; to date, this is not complete.

DISCUSSION:
This address consists of a single story, 2,261-square foot, commercial building. The roof is failing, and the building is covered in graffiti. Doorways are inoperable and rotted. Numerous windowpanes are broken, and the inside shows mass decay. The neglect of this structure is severe, and no longer a usable space. Staff auditing of utility services indicates that the structure does not have electricity, and no water service since 2013, which predates the current owners. To date, no demolition permit for removal or building permits for repair have been issued or applied for. Per 173.08 of the Unified Development Code, City Council may determine the subject building to be unsafe, dilapidated, unsanitary or a detriment to the public welfare. A budget adjustment will not be necessary for this raze and removal due to existing, allocated funds for this activity. The bid for demolition is $13,300.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs.

ATTACHMENTS: 3. Staff Review Form, 4. Property Location Maps, 5. Property Photos, 6. Notice of Violation, 7. County Assessor Details and Legal Description, 8. Raze & Removal Documentation

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

File #: 2026-1187

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY STEPHEN AND GRETTA SMITH LOCATED AT 20 NORTH SCHOOL AVE IN THE CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, Stephen and Gretta Smith are the record owners of real property, legally described in attached Exhibit A which is located at 20 North School Avenue, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 20 North School Avenue is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Stephen and Gretta Smith, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Stephen and Gretta Smith are hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 20 North School Avenue, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Stephen and Gretta Smith do not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

City of Fayetteville Staff Review Form

2026-1187

Item ID

4/21/2026

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

Billy Bryant	3/31/2026	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 20 N School Ave.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2601	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	83,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	83,000.00
Does item have a direct cost?	Yes	Item Cost	$	13,300.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	69,700.00

Purchase Order Number: _____

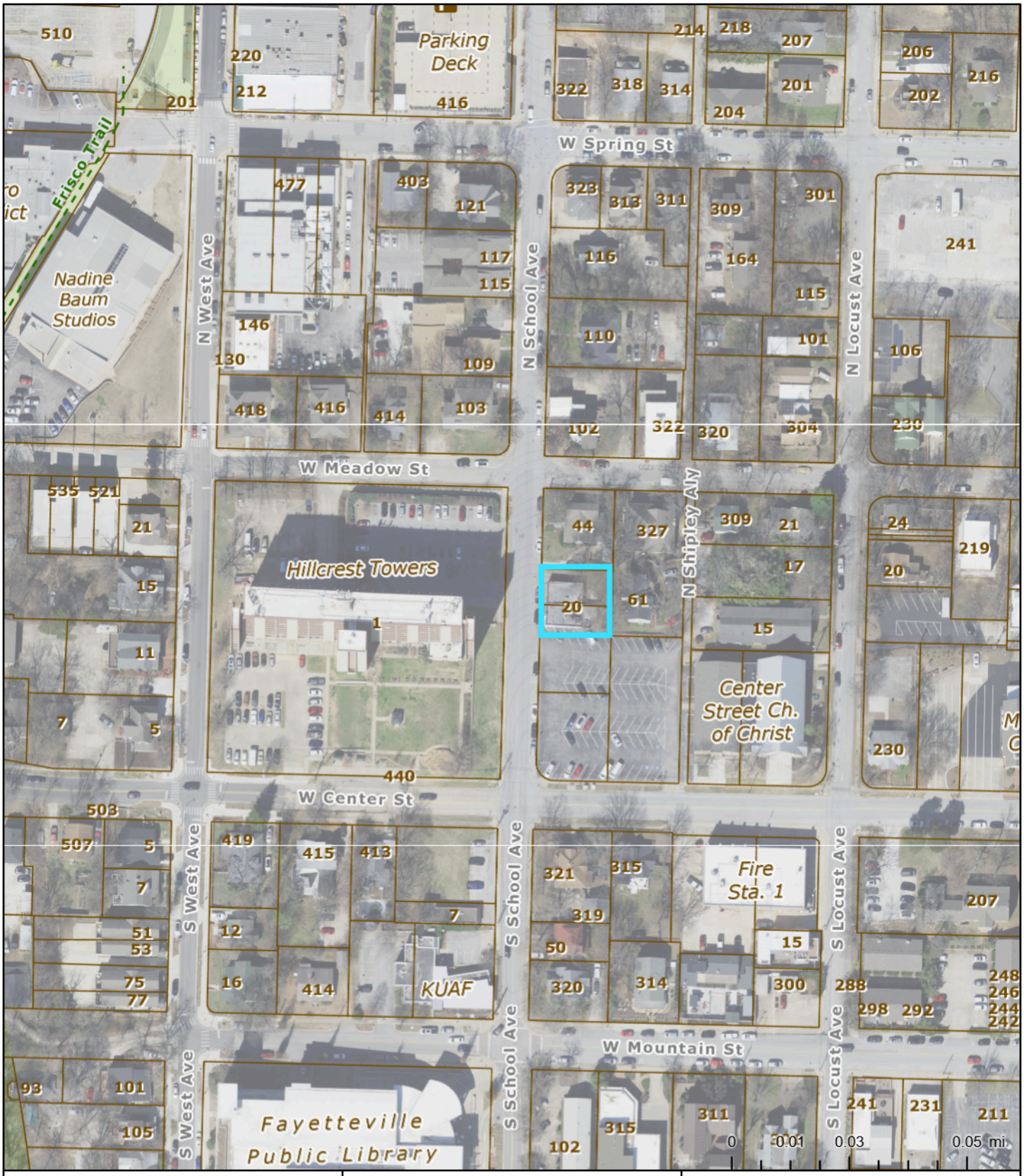
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



20 N School Ave

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 3/11/2026
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:

20 N School Ave

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 3/11/2026
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:

CLEANERS & LAUNDRY
SALEM
NO PARKING
11-12-2025 10:03 AM

NO PARKING
SUNDAYS ALL DAY
WEDNESDAYS AFTER 6PM
DURING SPECIAL EVENTS
VACATE LOTS BY 12AM SUNDAY TOW ZONE
479-966-4000
11-12-2025 10:02 AM

11-12-2025 10:06 AM

11-12-2025 10:06 AM

11-12-2025 10:07 AM

11-12-2025 10:02 AM

11-12-2025 10:05 AM

11-12-2025 10:04 AM

11-12-2025 10:03 AM

11-12-2025 10:06 AM

11-12-2025 10:05 AM

11-12-2025 10:06 AM

11-12-2025 10:11 AM

11-12-2025 10:12 AM

03-05-2026 10:51 AM

11-12-2025 10:16 AM

03-05-2026 10:47 AM

11-12-2025 10:16 AM

11-12-2025 10:10 AM

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: **CBLD-2025-0094**

Violation Notice

Case Type: **Building**

Date Case Established: **11/12/2025**

Owner: STEPHEN L AND GRETTA F SMITH

Mailing Address

STEPHEN L AND GRETTA F SMITH
83 S KESTREL DR
Fayetteville, AR 72701

Notice of Violation for the following location:

Address	Parcel
20 N SCHOOL AVE Fayetteville, AR 72701	**765-01875-000**

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Robert McKinney
Code Compliance Officer
479-601-6604
rmckinney@fayetteville-ar.gov

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STEPHEN L. & GRETTA SMITH

83 S. KESTREL DRIVE

FAYETTEVILLE, AR 72701

9590 9402 9326 5002 0606 76

2. Article Number *(Transfer from service label)*

9589 0710 5270 2525 8156 16

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Deliver

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED

DEC 01 2025

CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ [illegible] Mail
- ☐ [illegible] Mail Restricted Delivery 00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricte Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 CBLD-25-94-RM Domestic Return Rec

12-01-2025 02:15 PM

20 N School Ave

Legal Description

PT W/2 NW BLOCK 19 (40/80) FURTHER DESCRIBED FROM 2014-29078 AS: A part of the W 1/2 of the NW 1/4 of Block 19, The Original Town (now City) of Fayetteville, Arkansas, and being more particularly described as follows: Beginning at a point 130.00 feet South of the NW Corner of said Block and running thence East 80.00 feet; thence North 40.00 feet; thence West 80.00 feet; thence South 40.00 feet, to the place of beginning.

PT W/2 NW BLOCK 19 (30/80) FURTHER DESCRIBED FROM 2014-29078 AS: A part of the W 1/2 of the NW 1/4 of Block 19, The Original Town (now City) of Fayetteville, Arkansas, and being more particularly described as follows: Beginning at a point of 160.00 feet South of the NW Corner of said Block, and running thence East 80.00 feet; thence North 30.00 feet; thence West 80.00 feet; thence South 30.00 feet to the point of beginning.

Parcel: 765-01874-000
Previous Parcel: 135781-000-00
As of: 3/10/2026 10:28:46 PM

ID: 36128

Washington County Report

Property Owner

Name:	SMITH, STEPHEN L & GRETTA F
Mailing Address:	83 S KESTREL FAYETTEVILLE, AR 72701
Type:	(CI) Comm. Impr.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.10

Property Information

Physical Address:	20 N SCHOOL AVE
Subdivision:	FAYETTEVILLE ORIGINAL
Block/Lot:	019 / N/A
S-T-R:	16-16-30
Size (Acres):	N/A
Legal:	See *Extended Legal*

Extended Legal

PT W/2 NW BLOCK 19 (40/80)
FURTHER DESCRIBED FROM 2014-29078 AS:
A part of the W 1/2 of the NW 1/4 of Block 19, The Original Town (now City) of Fayetteville, Arkansas, and being more particularly described as follows: Beginning at a point 130.00 feet South of the NW Corner of said Block and running thence East 80.00 feet; thence North 40.00 feet; thence West 80.00 feet; thence South 40.00 feet, to the place of beginning.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	83,200	16,640	10,752
Building	167,700	33,540	19,908
Totals	**250,900**	**50,180**	**30,660**

Taxes Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Homestead Credit:	0	Note: The Estimated Tax amount shown includes the Homestead Credit amount listed.
Estimated Taxes:	1,919	

Land

Land Use	Size	Units
40X80=3200	3200.000	Sq.Ft
Total	**3,200.00**	

Deed Transfers

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester.

View Image	Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	11/7/2014	N/A	2014	29078	Warr. Deed	660.00	$200,000	SMITH, STEPHEN & GRETTA	Inc. Additional Prop.	Improved
	12/31/2004	N/A	2005	4264	Warr. Deed	1211.10	$367,000	TRUITT, GLENN A & VIVIAN	Additional Properties	Improved
	11/5/2002	N/A	2002	171596	Redem Deed	N/A	N/A	BROWN, DALLEN OR RUTH	N/A	N/A
	2/1/2000	N/A	2000	57498	Quit Claim	0.00	$0	GLENN, PEGGY	Inc. Additional Prop.	Improved
	2/1/2000	N/A	2000	11756	Warr. Deed	0.00	$0	BROWN, DALLAN & RUTH	Inc. Additional Prop.	Improved
	8/19/1993	N/A	93	48263	Warr. Deed	0.00	$0	MAERTENS, JACK	N/A	N/A
	1/7/1981	1/29/1981	1031	729	Warr. Deed	0.00	$0	GLENN, PEGGY E	N/A	Improved

Details for Commercial Card 1

Business Name(s):	VACANT		
Number of Units:	N/A	**Total Floor Area:**	1025
Site Work:	Prep;	**Floor Cover:**	N/A
Foundation:	N/A	**Ceilings:**	02
Floor Structure:	N/A	**Interior Finish:**	N/A
Structure Frame:	Conc.Blk	**Insulation:**	N/A
Exterior Walls:	N/A, Conc.Blk	**Appliances:**	00
Ext. Wall Load:	LoadBear	**Plumbing:**	None N/A N/A
Roof Structure:	N/A	**Electrical:**	Avg.B Qual.1
Roof Cover:	N/A	**Misc:**	02 08 09

Building 1

Age/YC	Condition	Effective Age	Stories	Grade
1945	Average	33	1	C3

Avg Floor Area:	1025	**Common Wall:**	N/A
Avg Perimeter:	132	**Total Floor Area:**	1025
No. Floors:	1	**Total Height:**	9
Avg Floor Height:	9	**Unit Multiplier:**	1

	Occupancy	Heating/Cooling
Primary	Dry Cleaner (100%)	Hot Water (100%)
Secondary	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2025	250,900.00	28,470.00
2024	250,900.00	26,280.00
2023	250,900.00	24,090.00
2022	109,500.00	21,900.00
2021	109,500.00	21,288.00
2020	109,500.00	19,514.00
2019	88,700.00	17,740.00
2018	88,700.00	17,740.00
2017	88,700.00	17,740.00
2016	88,700.00	17,740.00
2015	88,700.00	17,740.00

Not a Legal Document
Subject to terms and conditions
www.actDataScout.com

Parcel: 765-01875-000
Previous Parcel: 135782-000-00
As of: 3/10/2026 10:28:46 PM

ID: 36129

Washington County Report

Property Owner

Name:	SMITH, STEPHEN L & GRETTA F
Mailing Address:	83 S KESTREL FAYETTEVILLE, AR 72701
Type:	(CI) Comm. Impr.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.10

Property Information

Physical Address:	20 N SCHOOL AVE
Subdivision:	FAYETTEVILLE ORIGINAL
Block/Lot:	019 / N/A
S-T-R:	16-16-30
Size (Acres):	N/A
Legal:	See *Extended Legal*

Extended Legal

PT W/2 NW BLOCK 19 (30/80)
FURTHER DESCRIBED FROM 2014-29078 AS:
A part of the W 1/2 of the NW 1/4 of Block 19, The Original Town (now City) of Fayetteville, Arkansas, and being more particularly described as follows: Beginning at a point of 160.00 feet South of the NW Corner of said Block, and running thence East 80.00 feet; thence North 30.00 feet; thence West 80.00 feet; thence South 30.00 feet to the point of beginning.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	62,400	12,480	8,064
Building	220,900	44,180	26,194
Totals	**283,300**	**56,660**	**34,258**

Taxes Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Homestead Credit:	0	Note: The Estimated Tax amount shown includes the Homestead Credit amount listed.
Estimated Taxes:	2,144	

Land

Land Use	Size	Units
30X80=2400	2400.000	Sq.Ft
Total	**2,400.00**	

Deed Transfers

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester.

View Image	Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	11/7/2014	N/A	2014	29078	Warr. Deed	660.00	$200,000	SMITH, STEPHEN & GRETTA	Additional Properties	Improved
	12/31/2004	N/A	2005	4264	Warr. Deed	1211.10	$367,000	TRUITT, GLENN A & VIVIAN	Inc. Additional Prop.	Improved
	11/5/2002	N/A	2002	171596	Redem Deed	N/A	N/A	BROWN, DALLEN OR RUTH	N/A	N/A
	5/9/2000	N/A	2000	57498	Quit Claim	0.00	$0	GLENN, PEGGY	N/A	N/A
	2/1/2000	N/A	2000	11756	Warr. Deed	0.00	$0	BROWN, DALLAN & RUTH	N/A	N/A
	7/1/1991	N/A	1433	842	Warr. Deed	55.00	$25,000	MAERTENS, JACK	Valid	Improved
	1/7/1981	1/29/1981	1031	729	Warr. Deed	0.00	$0	GLENN, PEGGY E	N/A	Improved

Details for Commercial Card 1

Business Name(s):	VACANT		
Number of Units:	N/A	**Total Floor Area:**	1236
Site Work:	Prep;	**Floor Cover:**	N/A
Foundation:	N/A	**Ceilings:**	02
Floor Structure:	N/A	**Interior Finish:**	N/A
Structure Frame:	Conc.Blk	**Insulation:**	N/A
Exterior Walls:	N/A, BrickVen	**Appliances:**	00
Ext. Wall Load:	LoadBear	**Plumbing:**	Lavatory Water.Cl WaterHtr
Roof Structure:	N/A	**Electrical:**	Avg.B Qual.1
Roof Cover:	N/A	**Misc:**	08 09

Building 1

Age/YC	Condition	Effective Age	Stories	Grade
1945	Average	33	1	C3

Avg Floor Area:	1236	**Common Wall:**	N/A
Avg Perimeter:	166	**Total Floor Area:**	1236
No. Floors:	1	**Total Height:**	10
Avg Floor Height:	10	**Unit Multiplier:**	1

	Occupancy	Heating/Cooling
Primary	Dry Cleaner (100%)	WrmCl Air (100%)
Secondary	N/A	N/A

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Fence, Wood	SBOARD	6x30	N/A	N/A	N/A
Canopies	ALUM	36	N/A	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2025	283,300.00	31,811.00
2024	283,300.00	29,364.00
2023	283,300.00	26,917.00
2022	122,350.00	24,470.00
2021	122,350.00	22,800.00
2020	122,350.00	20,900.00
2019	95,000.00	19,000.00
2018	95,000.00	19,000.00
2017	95,000.00	19,000.00
2016	95,000.00	19,000.00
2015	95,000.00	19,000.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com

FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 20 N School Ave

WC Parcel # 765-01875-000

Energov Case # CBLD-2025-0094

City Code: 173.08

- On 11/12/2025 Code Compliance received a Request for Service regarding the property located at 20 N School Ave
- A Notice of Violation was sent to the Owner of Record on 11/14/2025
- The signed Return Receipt Card was received on 12 /01/2025

  (or)

- The property was posted on ____
- On 1/05/2026 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: 20 N School Ave

PROJECT No: **Bid#** 2025-0094

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **March 9th @ 4:00 PM**

CONTRACTOR: Meyers Const. LLC BID AMOUNT: $14,916.00

CONTRACTOR: M & M Excavating BID AMOUNT: $13,300.00

CONTRACTOR: Arkansas River Valley Roofing & Restoration BID AMOUNT: $15,000.00

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 3-9-26

Witness: David Johnson Date: 3-9-26

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 2025-0094

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 20 N School Ave

WC Parcel # 765-01874-000,

765-01875-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8238.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0094

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 20 N School Ave

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:
$ 13,300
(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 03/09/26

Complete Business Address

Name of Firm: M&M Excavating LLC Phone # 4798419285

Street address or P O Box # 377 Sulphur City

City / State/ Zip Code Fayetteville, AR

Printed Name: Misty Barker

Signature: Misty Barker Title: _____

Federal Tax ID # 26-0611207 or SSN _____

State Contractor # 0191780526 City Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0094

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 20 N School Ave

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:
$ 14,916.00
(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 3/09/26

Complete Business Address

Name of Firm: Mayers Construction, LLC Phone # 479-249-7885

Street address or P O Box
13597 AR-12 Site 7

City / State/ Zip Code
Gravette, AR 72736

Printed Name: Jacob Roller

Signature: _____ Title: GM

Federal Tax ID # 81-2804016 or SSN _____

State Contractor # 04253504 26 City Business License # _____

Meyers Construction, LLC
P 479-249-7383
E jroller@meyersconstructionllc.com

Demo Quote

03/09/2026

Customer

City of Fayetteville

Project

20 N School Ave
Fayetteville, AR

Description	Amount
Residential Demo & proper disposal of debris	$13,566.00
Mobilization	$500.00
Mow & clean up parcel	$250.00
Utility retirement & project management	$500.00
Permit	$100.00

Meyers Construction is pleased to submit our proposal for the demolition and proper disposal of debris.

We propose to furnish all labor, equipment, supervision, materials and permits necessary to demolish the existing single-family home located at the project site listed above. Demo and removal of debris to include the entire vertical structure of the home and any porches, slabs or foundation below grade. Site to be left rough graded with excavator and ready for dirt work for new construction.

Total Lump Sum Price: $14,916.00

Meyers Construction has the personnel, equipment access, and experience necessary to complete this work safely, efficiently, and in accordance with accepted construction practices.

Sincerely,

Jacob Roller jroller@meyersconstructionllc.com 479-249-7383

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0094

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 20 N School Ave

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:

$ 15,000.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 03/09/2026

Complete Business Address

Name of Firm: Arkansas River Valley Roofing & Restoration Phone # 501-902-6053

Street address or P O Box
6005 Southwind Dr. NLR, AR

City / State/ Zip Code
North Little Rock, Arkansas 72118

Printed Name: Satchel Nash

Signature: _____ Title: Manager

Federal Tax ID # 47578 or SSN N/A

State Contractor # 040215026 City Business License # N/A

CITY OF
FAYETTEVILLE
ARKANSAS

Date: 3-10-2026

Property owner address:

Stephen L & Gretta Smith
83 S Kestrel Dr
Fayetteville, AR 72701

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **20 N School Ave (WC Parcel # 765-01875-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8232.

The hearing will be part of a regular City Council meeting on **April 21st, 2026** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Code Compliance Supervisor

9589 0710 5270 3813 0193 10

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

CBLD-2025
0094

Postmark Here

Council Notice

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 20 N School Ave

WC Parcel # 765-01875-000

UDC 173.08 (A)

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

☐ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

_____ **City Building Official** 11-12-25 **Date**

Observations: _____

Case # CBLD-2025-0094

_____ ***Building Safety Division Director***

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1194

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Code Compliance Supervisor

SUBJECT: **Raze and Removal of the Structure at 848 N Jackson Dr in Ward 3**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 848 N Jackson Dr.

BACKGROUND:
The subject property is located at 848 N Jackson Dr., located between E Rockwood Trail to the south and E Jackson Dr to the north. Staff was notified of the property through an anonymous complaint. A subsequent inspection on January 2nd, 2025 found an abandoned house with boarded up windows, and junk and debris about the property. Staff started a raze and removal case on that date and mailed the owner, Morgan Macdonald of Born in A Barn Corp., a notice of violation. With no signed receipt card received, staff placarded the building on January 11th, 2025. Since placarding the notice, Ms. Macdonald reached out to staff asking what needed to be done. Staff informed the property owner of the corrective action needed to become compliant: make repairs or demolish the structure. Staff documented that the removal of a rotting overhang was completed and some junk and debris items were removed in April 2025, but the property remains in a severely dilapidated state.

DISCUSSION:
This address consists of a single story, 1,292 square foot, single family dwelling which is currently unoccupied. The house is secured with boards over the windows. Parts of the roof are failing and rotting, and the siding is rotting off the structure in areas. The neglect this structure is suffering from is severe, leaving the structure uninhabitable. Staff auditing of utility services indicates that the structure does not have electricity. The water account is active, but shows no usage since February of 2025. To date no demolition permit for removal or building permits for repairs have been issued or applied for. Per 173.08 of the Unified Development Code city council may determine the subject building to be unsafe, dilapidated, unsanitary or a detriment to the public welfare. A budget adjustment will not be necessary for this raze and removal due to existing, allocated funds for this activity. The bid for demolition is $11,124.00.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to

the current budget. A lien will be placed on the property for the incurred costs.

ATTACHMENTS: 3. Staff Review Form, 4. Property Location Maps, 5. Property Photos, 6. Notice of Violation, 7. County Assessor Details and Legal Description, 8. Raze & Removal Documentation

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

File #: 2026-1194

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY BORN IN A BARN, INC. LOCATED AT 848 NORTH JACKSON DRIVE IN THE CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, Born In a Barn, Inc., an Arkansas corporation with a forfeited charter, is the record owner of real property legally described in attached Exhibit A, which is located at 848 North Jackson Drive, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 848 North Jackson Drive is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Born In a Barn, Inc., having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Born In a Barn, Inc. is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 848 North Jackson Drive, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Born In a Barn, Inc. does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

City of Fayetteville Staff Review Form

2026-1194

Item ID

4/21/2026

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

Billy Bryant	3/31/2026	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 848 N Jackson Dr.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2602	Raze and Removal
Project Number	Project Title

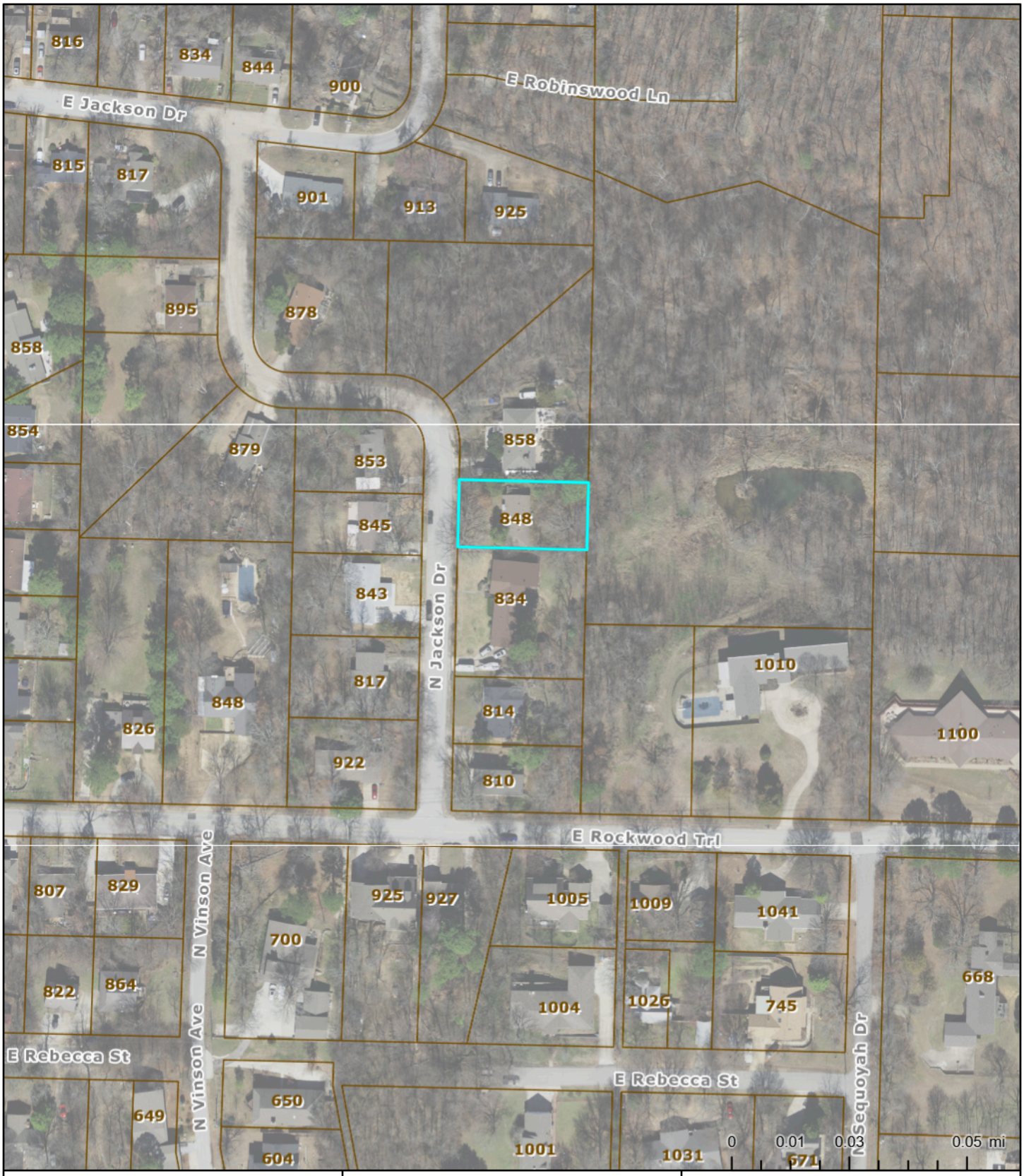
Budgeted Item?	Yes	Total Amended Budget	$	83,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	83,000.00
Does item have a direct cost?	Yes	Item Cost	$	11,124.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	71,876.00

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

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

Original Contract Number: _____

Comments:



848 N Jackson Dr

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 3/11/2026
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:

848 N Jackson Dr

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 3/11/2026
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:

04-17-2025 03:12 PM

848
11-06-2025 12:42 PM

03-18-2025 11:11 AM

03-10-2026 10:40 AM

11-06-2025 12:44 PM

01-02-2025 12:26 PM

11-06-2025 12:44 PM

04-17-2025 03:15 PM

04-17-2025 03:15 PM

03-18-2025 11:11 AM

05-16-2024 11:25 AM

01-02-2025 12:28 PM

01-02-2025 12:29 PM

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: **CBLD-2025-0001**

Violation Notice

Case Type: **Building**

Date Case Established: **01/02/2025**

Owner: BORN IN A BARN CORPORATION C/O MORGAN MACDONALD

Mailing Address

BORN IN A BARN CORPORATION C/O MORGAN MACDONALD
709 N CREST DR
Fayetteville, AR 72701

Notice of Violation for the following location:

Address	Parcel
848 N JACKSON DR Fayetteville, AR 72701	**765-06949-000**

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

02-11-2025 10:10 AM

848 N Jackson Dr

Legal Description

LOT NINE (9) IN JACKSON HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

Parcel: 765-06949-000
Previous Parcel: 140506-000-00
As of: 3/10/2026 10:28:46 PM

ID: 41509

Washington County Report

Property Owner

Name:	BORN IN A BARN INC
Mailing Address:	709 N Crest Dr Fayetteville, AR 72701-3721
Type:	(RI) Res. Improv.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.10

Property Information

Physical Address:	848 N JACKSON DR
Subdivision:	JACKSON HEIGHTS ADD
Block/Lot:	N/A / 009
S-T-R:	10-16-30
Size (Acres):	0.00
Legal:	N/A

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	101,250	20,250	20,250
Building	104,000	20,800	20,800
Totals	**205,250**	**41,050**	**41,050**

Taxes Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Homestead Credit:	0 Note: The Estimated Tax amount shown includes the Homestead Credit amount listed.
Estimated Taxes:	2,344

Land

Land Use	Size	Units
75*145	1.000	House Lot
Total	**1.00**	

Deed Transfers
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester.

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	11/18/1997	97	80294	Quit Claim	0.00	$0	BORN IN A BARN INC	N/A	N/A
	2/27/1997	97	12086	Quit Claim	0.00	$0	MACDONALD, MORGAN	N/A	N/A
	10/4/1994	94	63794	Warr. Deed	207.90	$63,000	MACDONALD, MORGAN	Valid	Improved
	7/18/1990	1376	456	Warr. Deed	88.00	$40,000	HARRIELL, MARCIA GRAY	Valid	Improved
	12/14/1989	1347	570	Warr. Deed	22.00	$10,000	RACHEL, M L	N/A	N/A
	12/14/1989	1347	568	Warr. Deed	264.00	$120,000	RACHEL, M.L.	N/A	N/A
	5/27/1987	1226	909	Warr. Deed	0.00	$0	NORTHERN PROPERTIES, INC.	N/A	N/A
	3/11/1986	1171	760	Warr. Deed	52.80	$48,000	RACHEL, MARSHALL L.	N/A	N/A
	7/15/1978	971	274	Warr. Deed	42.90	$39,000	RODAHAFFER, DAVID ALLAN & MARY ANNE	Unval.	Improved

Residential Card 1 Details

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE	Frame Siding Std.	1292	4	63	1960	Average	N/A

Exterior Wall:	STANDARD	**Plumbing:**	**Full:** 1 **Half:** 1
Foundation:	Closed Piers	**Fireplace:**	**Type:** 1s Sgl. **Qty:** 1
Heat/Cool:	Central	**Floor Struct:**	Wood with subfloor
Floor Cover:	Carpet & Tile	**Basement:**	N/A
Insulation:	Ceilings Walls	**Basement Area:**	N/A
Roof Cover:	Asphalt Shingle	**Year Remodeled:**	N/A
Roof type:	HipGable	**Style:**	N/A

Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1292
B	CP	Carport	247
C	OP	Porch, open	120
D	CPSF	Carport storage, frame	60
E	OP	Porch, open	16

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Driveway, concrete	N/A	56 x 11	1	N/A	N/A
WF8	N/A	60	1	N/A	N/A

Other Adjustments

Code	Type	Qty
WC	N/A	N/A
FLOORC	L	258

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2025	205,250.00	41,050.00
2024	205,250.00	38,032.00
2023	205,250.00	34,863.00
2022	171,300.00	31,694.00
2021	171,300.00	29,256.00
2020	171,300.00	26,818.00
2019	121,900.00	24,380.00
2018	121,900.00	24,380.00
2017	121,900.00	24,380.00
2016	121,900.00	24,380.00
2015	121,900.00	24,380.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com

FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 848 N Jackson Dr

WC Parcel # 765-06949-000

Energov Case # CBLD-2025-0001

City Code: 173.08

- On 1/02/2025 Code Compliance received a Request for Service regarding the property located at 848 N Jackson Dr
- A Notice of Violation was sent to the Owner of Record on 1/03/2025
- The signed Return Receipt Card was received on

  (or)

- The property was posted on 2/11/2025
- On 3/18/2025 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: 848 N Jackson Dr

PROJECT No: **Bid#** 2025-0001

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **March 9th @ 4:00 PM**

CONTRACTOR: Meyers Const. LLC BID AMOUNT: $11,124.00

CONTRACTOR: M & M Excavating BID AMOUNT: $12,900.00

CONTRACTOR: Arkansas River Valley Roofing & Restoration BID AMOUNT: $13,500.00

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 3-9-26

Witness: Randy Johnson Date: 3-9-26

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 2025-0001

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 848 N Jackson Dr

WC Parcel # 765-06949-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8238.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0001

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 848 N Jackson Dr

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:
$ 12,900.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 03/09/26

Complete Business Address

Name of Firm: M&MExcavating Phone # 4798419285

Street address or P O Box # 377 Sulphur City

City / State/ Zip Code Fayetteville AR

Printed Name: Misty Barker

Signature: Misty Barker Title: Member

Federal Tax ID # 26-0611207 or SSN _____

State Contractor # O191780526 City Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0001

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 848 N Jackson Dr

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:

$ 11,124.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 3/9/26

Complete Business Address

Name of Firm: Meyers Construction, LLC Phone # 479-249-7383

Street address or P O Box
13597 AR-72 Suite 7

City / State/ Zip Code
Gravette, AR 72736

Printed Name: Jacob Roller

Signature: _____ Title: GM

Federal Tax ID # 87-2804016 or SSN _____

State Contractor # 04253504126 City Business License # _____

Meyers Construction, LLC
P 479-249-7383
E jroller@meyersconstructionllc.com

Demo Quote

03/09/2026

Customer

City of Fayetteville

Project

848 N Jackson Dr
Fayetteville, AR

Description	Amount
Residential Demo & proper disposal of debris	$9,524.00
Mobilization	$500.00
Mow & clean up parcel	$500.00
Utility retirement & project management	$500.00
Permit	$100.00

Meyers Construction is pleased to submit our proposal for the demolition and proper disposal of debris.

We propose to furnish all labor, equipment, supervision, materials and permits necessary to demolish the existing single-family home located at the project site listed above. Demo and removal of debris to include the entire vertical structure of the home and any porches, slabs or foundation below grade. Site to be left rough graded with excavator and ready for dirt work for new construction.

Total Lump Sum Price: $11,124.00

Meyers Construction has the personnel, equipment access, and experience necessary to complete this work safely, efficiently, and in accordance with accepted construction practices.

Sincerely,

Jacob Roller jroller@meyersconstructionllc.com 479-249-7383

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0001

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 848 N Jackson Dr

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:

$ 13,500.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 03/09/2026

Complete Business Address

Name of Firm: Arkansas River Valley Roofing & Restoration Phone # 501-902-6053

Street address or P O Box # 6065 Southwind Dr.

City / State/ Zip Code NLR, AR, 72118

Printed Name: Satchel Nash

Signature: [signature] Title: Manager

Federal Tax ID # 47578 or SSN N/A

State Contractor # 0402150526 City Business License # N/A

CITY OF
FAYETTEVILLE
ARKANSAS

Date: 3-10-2026

Property owner address:

Born In A Barn Inc
709 N Crest Dr
Fayetteville, AR 72701

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **848 N Jackson Dr (WC Parcel # 765-06949-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8232.

The hearing will be part of a regular City Council meeting on **April 21st, 2026** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Code Compliance Supervisor

9589 0710 5270 3813 0193 27

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

CBLD-2025
0001

Postmark Here

Council Notice

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

Born In a Barn Inc
709 N Crest Dr.
Fayetteville, AR 72701

9590 9402 8987 4064 8556 79

2. Article Number *(Transfer from service label)*

9589 0710 5270 3813 0193 27

RECEIVED
MAR 27 2026
CODE COMPLIANCE

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FAYETTEVILLE, AR POST OFFICE
MAR 24 2026
USPS 72701

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 CRLD-25-1 Notice BB Domestic Return Receipt

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 848 N Jackson Dr

WC Parcel # 765-06949-000

UDC 173.08 (A)

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

☐ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

_____ **City Building Official** 6-17-25 **Date**

Observations: _____

Case # CBLD-2025-0001

_____ ***Building Safety Division Director***

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1016

MEETING OF APRIL 21, 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.

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.

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.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-222

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Sewer Damage Claim for 516 North Fallin Avenue (Chris Skrocki)**

RECOMMENDATION:
Staff recommends a resolution to authorize a payment of $100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue, pursuant to §39.10(C)(4) of the Fayetteville City Code.

BACKGROUND:
On or about December 8th, 2025, a directional boring company bored through the sewer main that had been incorrectly located by the City of Fayetteville which was located behind 516 N Fallin Ave. This caused a buildup of debris in the sewer main, which resulted in the home located at 516 N Fallin Ave experiencing a sewer backup.

The customer called a mitigation company, NWA Restore It. They removed flooring, trim, sheetrock, etc. On December 9th, 2025, City crews were notified of the issue and promptly went to repair the sewer main.

DISCUSSION:
The claimant, Chris Skrocki, is seeking compensation from the City which includes the cost of the mitigation, cleaning of personal effects, and construction costs to replace materials removed by the mitigation company. Below are the cost estimates:

NWA Claims, LLC Repair Estimate	$46,496.83
Personal Property Loss (Customer estimate, approved by NWA Claims)	$24,505.00
NWA Restore It Personal Property Cleaning Estimate	$32,745.19
NWA Restore It Mitigation Estimate	$36,241.11
Total	$139,988.13
Less: Insurance Payment	($10,000.00)
Damage Claim Amount Requested from City	$129,988.13

City staff recommends the maximum allowable compensation in the amount of $100,000.00 as specified by Ordinance 6725.

BUDGET/STAFF IMPACT:

Funds are available in the Self Insurance – Non-Vehicular Damage account within the Water & Sewer fund.

ATTACHMENTS: 3. Staff Review Form, 4. Attachments

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

File #: 2026-222

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE A PAYMENT OF $100,000.00 TO CHRIS SKROCKI FOR A SEWER DAMAGE CLAIM ARISING AT 516 NORTH FALLIN AVENUE

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may, in an extraordinary case by a 2/3 vote, approve the payment of water or sewer damage claims up to $100,000.00; and

WHEREAS, the City has received estimates for repairs at 516 North Fallin Avenue exceeding $100,000.00.

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, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes a payment of $100,000.00 to or on behalf of Chris Skrocki for expenses related to the sewer damage claim at 516 North Fallin Avenue.

City of Fayetteville Staff Review Form

2026-222

Item ID

2/17/2026

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

Tim Nyander	1/28/2026	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends a resolution to authorize the Mayor to pay the total amount of $100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue, pursuant to §39.10(C)(4) of the Fayetteville City Code.

Budget Impact:

5400.720.4410-5311.04	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	180,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	180,000.00
Does item have a direct cost?	Yes	Item Cost	$	100,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	80,000.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Claim Request

Although the City of Fayetteville is immune from any claim for liability or damages caused by alleged negligence of its employees, the City Council has authorized a very limited property damage claims procedure.

INSTRUCTIONS: Please complete this form clearly stating the reason for the claim, amount you are requesting, all contact information, and attach appropriate documentation including receipts, estimates, photos, etc. Three (3) itemized written estimates must be provided prior to repairs being made. Substantive documentation **MUST** be provided to establish all monetary values. Additional sheets may be added. Failure to provide all information and fully substantiate your claim will result in the claim being denied. Please do not discard any items that are being claimed as damaged. **Filing a claim does not imply approval**; claims will be investigated before a decision is rendered; claims received more than **30 days** after the incident will be denied. Claims containing inaccurate or fraudulent information will be denied. Please mail to or hand-deliver documents to: **Mayor's Office – Claims, City of Fayetteville, 113 W. Mountain St., Fayetteville, AR 72701 OR Fax to 479-575-8257**

CLAIMANT INFORMATION

First Name: Chris

Last Name: Skrocki

Middle Initial: M

Claim Type

What type of claim are you requesting?

- ○ General
- ◉ Water and Sewer

Email: cskrock@gmail.com

Address

Street Address: 516 N FALLIN AVENUE

Address Line 2:

City: Fayetteville

State / Province / Region: AR

Postal / Zip Code: 72701

Country: USA

Daytime Phone

479-466-6593

Alternate Phone

Incident Location

Address/Location of Occurence

Street Address

516 N FALLIN AVENUE

Address Line 2

City

Fayetteville

State / Province / Region

Arkansas

Postal / Zip Code

72701

Country

United States

INCIDENT INFORMATION

Date of Incident

12/8/2025

Time of Incident

4:00 PM

Amount being Claimed

$ 1000000.00

Incident Nature

Nature of Occurrence

- ○ Automotive Related
- ◉ Home Related
- ○ Personal
- ○ other

Legal Owner of Property

Chris Skrocki

As shown in the Washington County land records

Insurance

Do you have any insurance which covers your damage?

- ○ Yes
- ◉ No

The City cannot pay a claim in an amount exceeding a Claimant’s insurance deductible, if covered. The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s): Attach additional sheets if necessary

Incident Description

The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s):

Please consider the amounts required for form submission to be placeholders and not necessarily representative of actual claimed amounts or the relevancy of a private property insurance claim. Based on a preliminary conversation with a claims adjuster it does not appear likely that private insurance will come anywhere close to covering the extent of this incident, therefore I selected 'No' to the insurance question.

Here is what I know - on the afternoon of December 8th sewage water seeped through two toilets, my bathtub, and shower and covered the lower level of my house. Franklin Plumbing came out this morning, and, upon opening the manhole cover at the street, advised that the overflow came from the city sewer system.

Furniture, clothing, and other personal items have been damaged to a significant extent.

My floors require replacement, wool rugs are a total loss, cabinetry will need to be replaced, etc.

My mitigation/remediation contractor, NWA Restore It, tentatively estimates the house will be uninhabitable for 6 months. NWA Restore It is actively documenting losses/articles which are candidates for remediation throughout the process.

I have concerns about damage to the value of the property with respect to eventual required seller's disclosures given the extent to which raw sewage from the city's line has been distributed throughout my house.

I would like to discuss the next steps moving forward as we further learn the scope of the damages.

Merry Christmas,

Chris Skrocki

File Upload

Upload

image0.jpeg	804KB
image1.jpeg	804KB
image2.jpeg	1.53MB
image3.jpeg	1.75MB
image4.jpeg	1.12MB

Attach appropriate documentation including receipts, itemized estimates, photos, etc. If vehicle related, please include proof of insurance if applicable.

Agreement

☑ I Agree.

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Signature

By signing below, I acknowledge that the above-provided information is true and correct to the best of my knowledge and belief.

Chris Skrocki

Refer To

Shea Fankhouser

Department

WATER & SEWER

Additional Documentation

Upload

Skrocki Subrogation Demand.pdf 4.12MB ✕

Memo

*

Sent claim received email and told claimant they first needed to file a claim with their home owner's insurance. CA 12-10-25

Sent NWA Claims, LLC a request to perform a damage assessment at this property. CA 12-11-25

Insurance company responded with letter stating they will seek subrogation against the City. Sent inquiry on how to proceed to CAO. CA 12-23-25

City Attorney's Office gave response that claimant will have to provide subrogation letter or claim will be closed. I sent this instruction to claimant and asked if he could provide this from his insurance company. CA 1-7-26

Letter to Claimant * Upload

Comments *2000 characters left*

Submit Memo

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Client:	Chris Skrocki
Property:	516 North Fallin Avenue Fayetteville , AR 72702
Operator:	MDEATON
Estimator:	Mark Deaton
Business:	(479) 871-3700
Type of Estimate:	Water Damage
Date Entered:	12/16/2025
Date Assigned:	12/11/2025
Price List:	ARFA8X_JAN26
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	SKROCKI_SKETCH
File Number:	26-001

PROPERTY DAMAGE DISCLAIMER: PLEASE READ CAREFULLY

NWA Claims, LLC . is not authorized to: (1) make coverage determinations, (2) secure contractors, (3) authorize OR suggest payments, or (4) authorize work of any kind whatsoever.

NWA Claims, LLC . will prepare an estimate based on visible damages and a scope of work needed in accordance to our opinions. Items such as hidden damages or unforeseen future developments cannot be forecasted, so our estimate represents our opinions as to an estimated measure of damages that exist as of the date of preparation.

OUR ESTIMATE IS NOT A PROMISE OF PAYMENT OR CONSTITUTES SETTLEMENT OR AN OFFER OF SETTLEMENT; IT IS NOT AN AUTHORIZATION FOR REPAIRS.

Our estimate does not create coverage under a policy where coverage does not or did not exist.

Preparation of our estimate does not prevent an insurance company from reserving its rights under a policy, or from exercising its rights as outlined within the policy.

This estimate is subject to review by the client/insurance company.

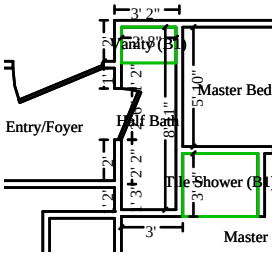
NWA Claims, LLC . is not responsible for payment to any third party contractor for any fees for repairs, construction, remediation, etc., to the property upon which this estimate was prepared.

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

SKROCKI_SKETCH

Downstairs

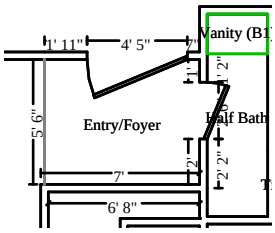


Half Bath **Height: 9'**

191.83	SF Walls	23.78	SF Ceiling
215.61	SF Walls & Ceiling	23.78	SF Floor
2.64	SY Flooring	14.50	LF Floor Perimeter
23.17	LF Ceil. Perimeter		

Door **2' 6" X 6' 8"** **Opens into ENTRY_FOYER**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. 1/2" - drywall per LF - up to 2' tall	14.50 LF	11.38	19.31	33.00	217.32	(0.00)	217.32
2. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
3. Pre-finished solid wood flooring	23.78 SF	9.54	26.54	45.38	298.78	(0.00)	298.78
4. Baseboard *	14.50 LF	3.82	6.48	11.08	72.95	(0.00)	72.95
5. Paint baseboard - one coat	14.50 LF	1.03	1.75	2.98	19.67	(0.00)	19.67
6. Paint the walls - two coats	191.83 SF	1.09	24.47	41.82	275.38	(0.00)	275.38
Paint Walls For Match							
7. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
8. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Half Bath			**150.20**	**256.76**	**1,690.69**	**0.00**	**1,690.69**



Entry/Foyer **Height: 15' 6"**

289.31	SF Walls	37.58	SF Ceiling
326.89	SF Walls & Ceiling	37.58	SF Floor
4.18	SY Flooring	12.42	LF Floor Perimeter
24.83	LF Ceil. Perimeter		

Missing Wall **5' 6" X 15' 6"** **Opens into LIVING_ROOM**

Door **4' 5" X 6' 8"** **Opens into Exterior**

Door **2' 6" X 6' 8"** **Opens into HALF_BATH**

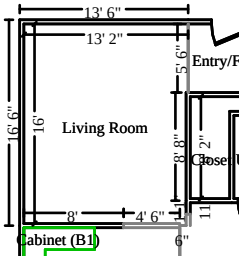
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. 1/2" - drywall per LF - up to 2' tall	12.42 LF	11.38	16.54	28.26	186.14	(0.00)	186.14
10. Paint the walls - two coats	289.31 SF	1.09	36.90	63.08	415.33	(0.00)	415.33
Paint Walls For Match							

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

CONTINUED - Entry/Foyer

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11. Pre-finished solid wood flooring	37.58 SF	9.54	41.94	71.70	472.15	(0.00)	472.15
Totals: Entry/Foyer			**95.38**	**163.04**	**1,073.62**	**0.00**	**1,073.62**

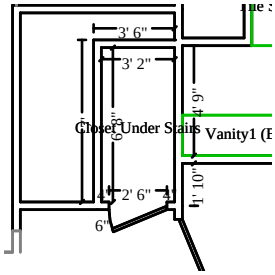


Living Room **Height: 9'**

434.89	SF Walls	209.00	SF Ceiling
643.89	SF Walls & Ceiling	209.00	SF Floor
23.22	SY Flooring	46.92	LF Floor Perimeter
52.33	LF Ceil. Perimeter		

Missing Wall - Goes to Floor	**4' 6" X 6' 8"**	**Opens into KITCHEN**
Missing Wall	**6" X 9'**	**Opens into DINING_AREA**
Missing Wall - Goes to Floor	**11" X 6' 8"**	**Opens into DINING_AREA**
Missing Wall	**5' 6" X 9'**	**Opens into ENTRY_FOYER**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. Fireplace hearth - tile	96.00 SF	17.91	201.17	343.88	2,264.41	(0.00)	2,264.41
13. Framing & Rough Carpentry (Bid Item)	1.00 EA	325.00	38.03	65.00	428.03	(0.00)	428.03
14. 1/2" - drywall per LF - up to 4' tall	46.92 LF	16.41	90.08	154.00	1,014.04	(0.00)	1,014.04
15. Paint the walls - two coats	434.89 SF	1.09	55.46	94.80	624.29	(0.00)	624.29
16. Pre-finished solid wood flooring	209.00 SF	9.54	233.28	398.78	2,625.92	(0.00)	2,625.92
17. Baseboard *	46.92 LF	3.82	20.96	35.84	236.03	(0.00)	236.03
18. Paint baseboard - one coat	46.92 LF	1.03	5.65	9.66	63.64	(0.00)	63.64
Totals: Living Room			**644.63**	**1,101.96**	**7,256.36**	**0.00**	**7,256.36**



Closet Under Stairs **Height: 9'**

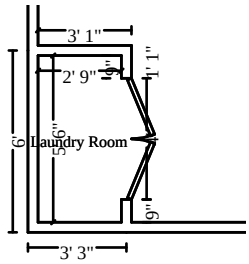
160.33	SF Walls	21.11	SF Ceiling
181.44	SF Walls & Ceiling	21.11	SF Floor
2.35	SY Flooring	17.17	LF Floor Perimeter
19.67	LF Ceil. Perimeter		

Door	**2' 6" X 6' 8"**	**Opens into DINING_AREA**

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. 1/2" - drywall per LF - up to 2' tall	17.17 LF	11.38	22.86	39.08	257.33	(0.00)	257.33
20. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
21. Pre-finished solid wood flooring	21.11 SF	9.54	23.57	40.28	265.24	(0.00)	265.24
22. Baseboard *	17.17 LF	3.82	7.68	13.12	86.39	(0.00)	86.39
23. Paint baseboard - one coat	17.17 LF	1.03	2.06	3.54	23.29	(0.00)	23.29
24. Paint the walls - two coats	160.33 SF	1.09	20.45	34.96	230.17	(0.00)	230.17
Paint Walls For Match							
25. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
26. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Closet Under Stairs			**148.27**	**253.48**	**1,669.01**	**0.00**	**1,669.01**



Laundry Room **Height: 9'**

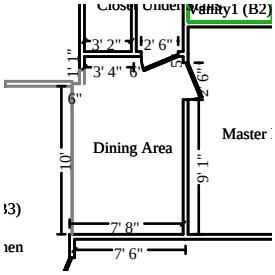
121.83 SF Walls	15.13 SF Ceiling
136.96 SF Walls & Ceiling	15.13 SF Floor
1.68 SY Flooring	12.50 LF Floor Perimeter
16.50 LF Ceil. Perimeter	

Door **4' X 6' 8"** **Opens into KITCHEN**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
27. 1/2" - drywall per LF - up to 2' tall	12.50 LF	11.38	16.64	28.46	187.35	(0.00)	187.35
28. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
29. Pre-finished solid wood flooring	15.13 SF	9.54	16.88	28.86	190.08	(0.00)	190.08
30. Baseboard *	12.50 LF	3.82	5.59	9.56	62.90	(0.00)	62.90
31. Paint baseboard - one coat	12.50 LF	1.03	1.51	2.58	16.97	(0.00)	16.97
32. Paint the walls - two coats	121.83 SF	1.09	15.54	26.56	174.89	(0.00)	174.89
Paint Walls For Match							
33. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
34. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Laundry Room			**127.81**	**218.52**	**1,438.78**	**0.00**	**1,438.78**

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

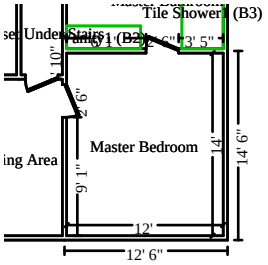


Dining Area **Height: 9'**

214.06	SF Walls	88.47	SF Ceiling
302.53	SF Walls & Ceiling	88.47	SF Floor
9.83	SY Flooring	22.25	LF Floor Perimeter
28.17	LF Ceil. Perimeter		

Door	**2' 6" X 6' 8"**	**Opens into MASTER_BEDRO**
Door	**2' 6" X 6' 8"**	**Opens into CLOSET_UNDER**
Missing Wall - Goes to Floor	**11" X 6' 8"**	**Opens into LIVING_ROOM**
Missing Wall	**6" X 9'**	**Opens into LIVING_ROOM**
Missing Wall	**10' X 9'**	**Opens into KITCHEN**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
35. 1/2" - drywall per LF - up to 2' tall	22.25 LF	11.38	29.63	50.64	333.48	(0.00)	333.48
36. Paint the walls - two coats	214.06 SF	1.09	27.30	46.66	307.29	(0.00)	307.29
Paint Walls For Match							
37. Remove Pre-finished solid wood flooring	44.23 SF	2.70	13.97	23.88	157.27	(0.00)	157.27
Remove portion of wood flooring during mitigation							
38. Pre-finished solid wood flooring	88.47 SF	9.54	98.75	168.80	1,111.55	(0.00)	1,111.55
Totals: Dining Area			**169.65**	**289.98**	**1,909.59**	**0.00**	**1,909.59**



Master Bedroom **Height: 9'**

434.67	SF Walls	168.00	SF Ceiling
602.67	SF Walls & Ceiling	168.00	SF Floor
18.67	SY Flooring	47.00	LF Floor Perimeter
52.00	LF Ceil. Perimeter		

Door	**2' 6" X 6' 8"**	**Opens into MASTER_BATHR**
Door	**2' 6" X 6' 8"**	**Opens into DINING_AREA**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
39. 1/2" - drywall per LF - up to 2' tall	47.00 LF	11.38	62.58	106.98	704.42	(0.00)	704.42
40. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
41. Pre-finished solid wood flooring	168.00 SF	9.54	187.52	320.54	2,110.78	(0.00)	2,110.78
42. Baseboard *	47.00 LF	3.82	21.01	35.90	236.45	(0.00)	236.45
43. Paint baseboard - one coat	47.00 LF	1.03	5.66	9.68	63.75	(0.00)	63.75
44. Paint the walls - two coats	434.67 SF	1.09	55.43	94.76	623.98	(0.00)	623.98

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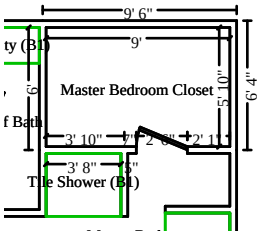
CONTINUED - Master Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Paint Walls For Match							
45. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
46. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Master Bedroom			**403.85**	**690.36**	**4,545.97**	**0.00**	**4,545.97**



Master Bedroom Closet **Height: 9'**

250.33	SF Walls	52.50	SF Ceiling
302.83	SF Walls & Ceiling	52.50	SF Floor
5.83	SY Flooring	27.17	LF Floor Perimeter
29.67	LF Ceil. Perimeter		

Door **2' 6" X 6' 8"** **Opens into MASTER_BATHR**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
47. 1/2" - drywall per LF - up to 2' tall	27.17 LF	11.38	36.18	61.84	407.21	(0.00)	407.21
48. Pre-finished solid wood flooring	52.50 SF	9.54	58.60	100.18	659.63	(0.00)	659.63
49. Baseboard *	27.17 LF	3.82	12.14	20.76	136.69	(0.00)	136.69
50. Paint baseboard - one coat	27.17 LF	1.03	3.28	5.60	36.87	(0.00)	36.87
51. Paint the walls - two coats	250.33 SF	1.09	31.92	54.58	359.36	(0.00)	359.36
Paint Walls For Match							
52. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
53. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Master Bedroom Closet			**187.24**	**320.10**	**2,107.66**	**0.00**	**2,107.66**

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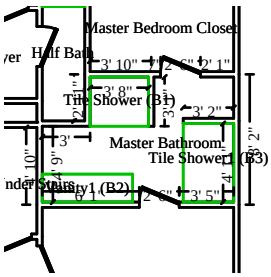

Master Bathroom **Height: 9'**

304.19	SF Walls	82.56	SF Ceiling
386.74	SF Walls & Ceiling	45.76	SF Floor
5.08	SY Flooring	18.67	LF Floor Perimeter
52.17	LF Ceil. Perimeter		

Door **2' 6" X 6' 8"** **Opens into MASTER_BEDRO**

Door **2' 6" X 6' 8"** **Opens into MASTER_BEDR2**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
54. 1/2" - drywall per LF - up to 2' tall	18.67 LF	11.38	24.85	42.50	279.81	(0.00)	279.81
55. Pre-finished solid wood flooring	45.76 SF	9.54	51.07	87.32	574.94	(0.00)	574.94
56. Baseboard *	18.67 LF	3.82	8.34	14.26	93.92	(0.00)	93.92
57. Paint baseboard - one coat	18.67 LF	1.03	2.24	3.84	25.31	(0.00)	25.31
58. Paint the walls - two coats	304.19 SF	1.09	38.80	66.32	436.69	(0.00)	436.69
Paint Walls For Match							
59. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
60. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
61. Jetted tub *	1.00 EA	2,260.16	264.44	452.04	2,976.64	(0.00)	2,976.64
Replace Jetted Tub-Had to be removed to clean fecal matter which had settled under it.							
62. Masonry (Bid Item)	1.00 EA	675.00	78.97	135.00	888.97	(0.00)	888.97
Re-tile around tub							
63. Tile shower - 61 to 100 SF	1.00 EA	2,137.88	250.13	427.58	2,815.59	(0.00)	2,815.59
Replace shower stall - Hardware Included							
64. Vanity*	4.00 LF	154.22	72.18	123.38	812.44	(0.00)	812.44
65. Countertop - Reset*	4.00 LF	10.88	5.09	8.70	57.31	(0.00)	57.31
66. Plumbing (Bid Item)	1.00 EA	325.00	31.69	0.00	356.69	(0.00)	356.69
Reset plumbing fixtures in bathroom							
Totals: Master Bathroom			**872.92**	**1,438.08**	**9,826.21**	**0.00**	**9,826.21**

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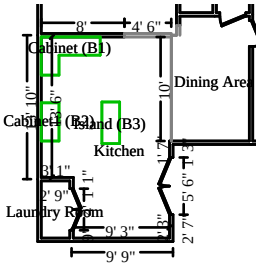

Kitchen **Height: 9'**

377.17 SF Walls	222.13 SF Ceiling
599.29 SF Walls & Ceiling	195.84 SF Floor
21.76 SY Flooring	26.50 LF Floor Perimeter
53.50 LF Ceil. Perimeter	

Door	**4' X 6' 8"**	**Opens into LAUNDRY_ROOM**
Door	**5' 6" X 6' 8"**	**Opens into Exterior**
Missing Wall	**10' X 9'**	**Opens into DINING_AREA**
Missing Wall - Goes to Floor	**4' 6" X 6' 8"**	**Opens into LIVING_ROOM**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
67. Detach & Reset Countertop*	54.00 SF	33.07	208.93	357.16	2,351.87	(0.00)	2,351.87
Reset Countertop							
68. 1/2" - drywall per LF - up to 2' tall	26.50 LF	11.38	35.28	60.32	397.17	(0.00)	397.17
69. Remove Pre-finished solid wood flooring	97.92 SF	2.70	30.94	52.88	348.20	(0.00)	348.20
Remove half of the wood flooring not removed during mitigation.							
70. Pre-finished solid wood flooring	195.84 SF	9.54	218.59	373.66	2,460.56	(0.00)	2,460.56
71. Baseboard *	26.50 LF	3.82	11.84	20.24	133.31	(0.00)	133.31
72. Paint baseboard - one coat	26.50 LF	1.03	3.19	5.46	35.95	(0.00)	35.95
73. Paint the walls - two coats	377.17 SF	1.09	48.10	82.22	541.44	(0.00)	541.44
Paint Walls For Match							
74. Detach & Reset Range - freestanding - gas *	1.00 EA	160.88	18.83	32.18	211.89	(0.00)	211.89
Reset Stove							
75. Detach & Reset Refrigerator*	1.00 EA	54.02	6.32	10.80	71.14	(0.00)	71.14
Reset Refrigerator							
76. Detach & Reset Dishwasher	1.00 EA	234.69	27.46	46.94	309.09	(0.00)	309.09
Reset Dishwasher							
77. Remove Cabinetry - lower (base) units *	6.00 LF	8.65	6.07	10.38	68.35	(0.00)	68.35
Remove lower cabinet section not removed during mitigation							
78. Cabinetry - lower (base) units *	16.00 LF	361.97	677.60	1,158.30	7,627.42	(0.00)	7,627.42
Replace lower cabinets-Doors Included-R&Ret Hardware Included							
79. Plumbing (Bid Item)	1.00 EA	325.00	31.69	0.00	356.69	(0.00)	356.69
Reset All Plumbing Items/Plumbing/Garbage Disposal/Etc.							
Totals: Kitchen			**1,324.84**	**2,210.54**	**14,913.08**	**0.00**	**14,913.08**
Total: Downstairs			**4,124.79**	**6,942.82**	**46,430.97**	**0.00**	**46,430.97**

Stairs

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Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
80. Insulation (Bid Item) Replace damaged insulation on exterior walls	1.00 EA	-575.00	-67.27	-115.00	-757.27	(0.00)	-757.27
81. Electrical (Bid Item) Address electrical items	1.00 EA	750.00	73.13	0.00	823.13	(0.00)	823.13
Totals: Miscellaneous			**5.86**	**-115.00**	**65.86**	**0.00**	**65.86**
Total: Stairs			**5.86**	**-115.00**	**65.86**	**0.00**	**65.86**
Line Item Totals: SKROCKI_SKETCH			**4,130.65**	**6,827.82**	**46,496.83**	**0.00**	**46,496.83**

Grand Total Areas:

4,438.26	SF Walls	1,398.22	SF Ceiling	5,836.48	SF Walls and Ceiling
1,365.36	SF Floor	151.71	SY Flooring	428.73	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	574.89	LF Ceil. Perimeter
1,365.36	Floor Area	1,549.25	Total Area	4,064.17	Interior Wall Area
2,854.42	Exterior Wall Area	308.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

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Summary

Line Item Total	35,538.36
Overhead	3,413.91
Profit	3,413.91
Total Sales Tax	4,130.65
Replacement Cost Value	**$46,496.83**
Net Claim	**$46,496.83**

Mark Deaton

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1 1-IMG_4023

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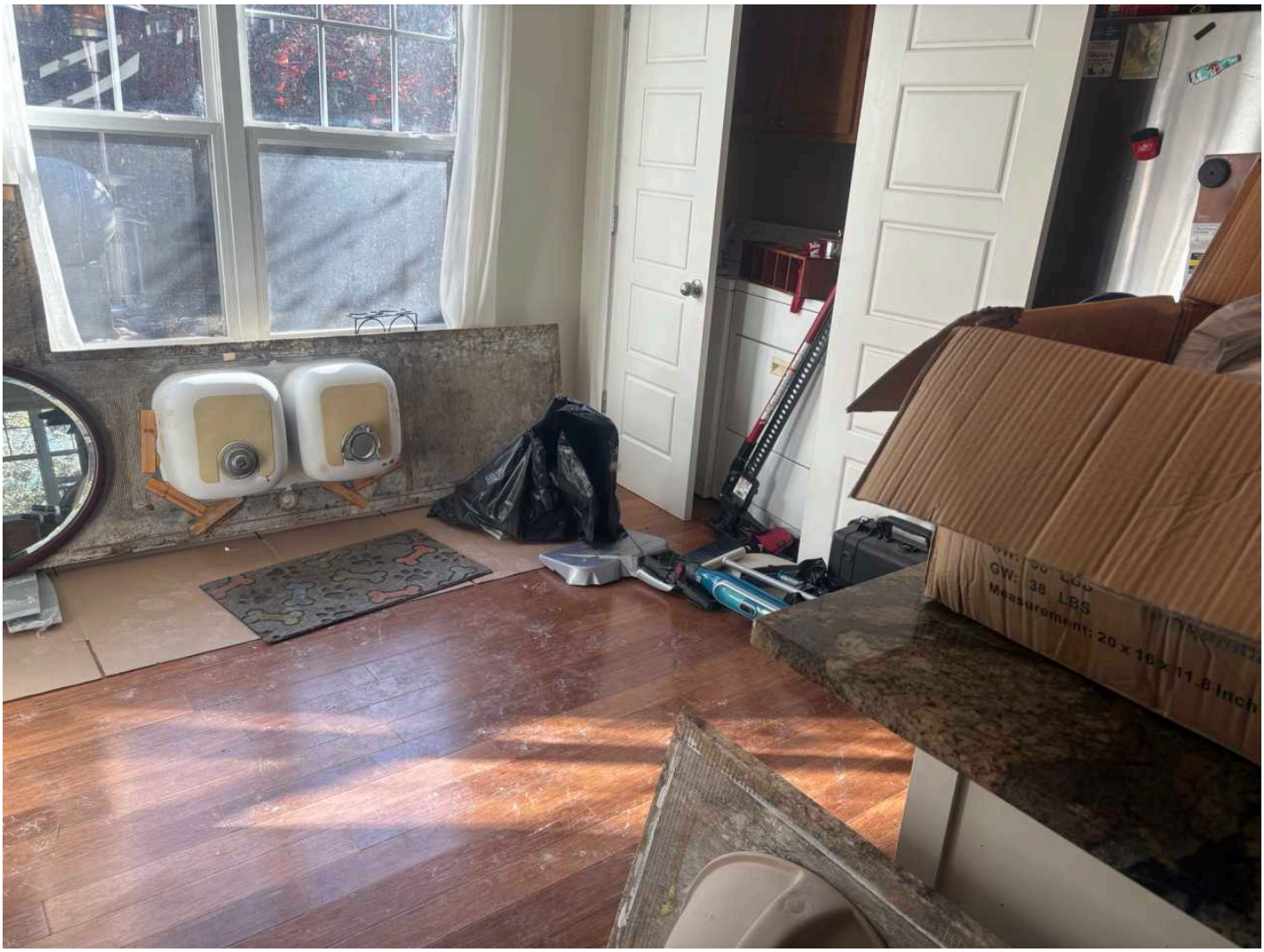

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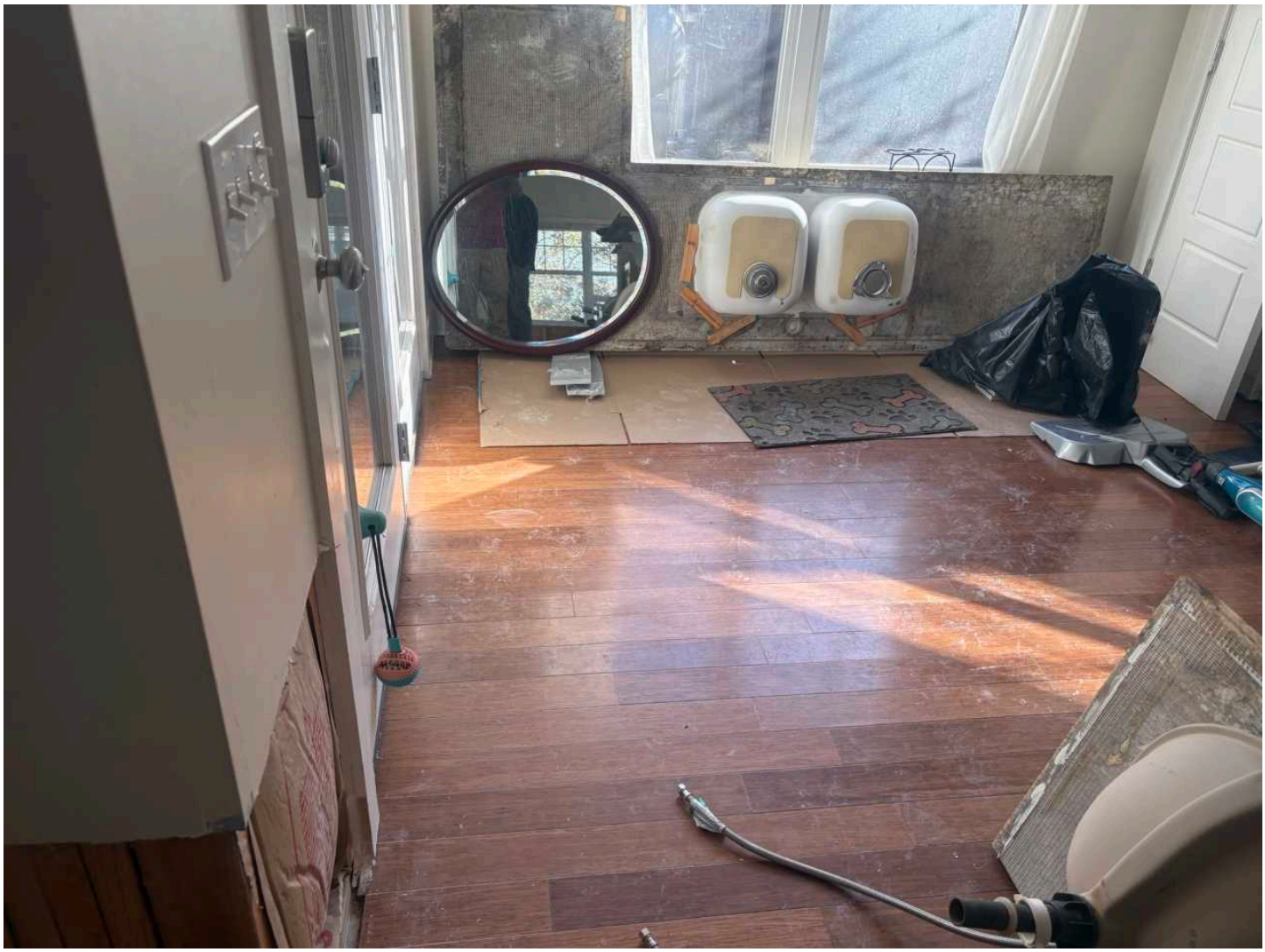

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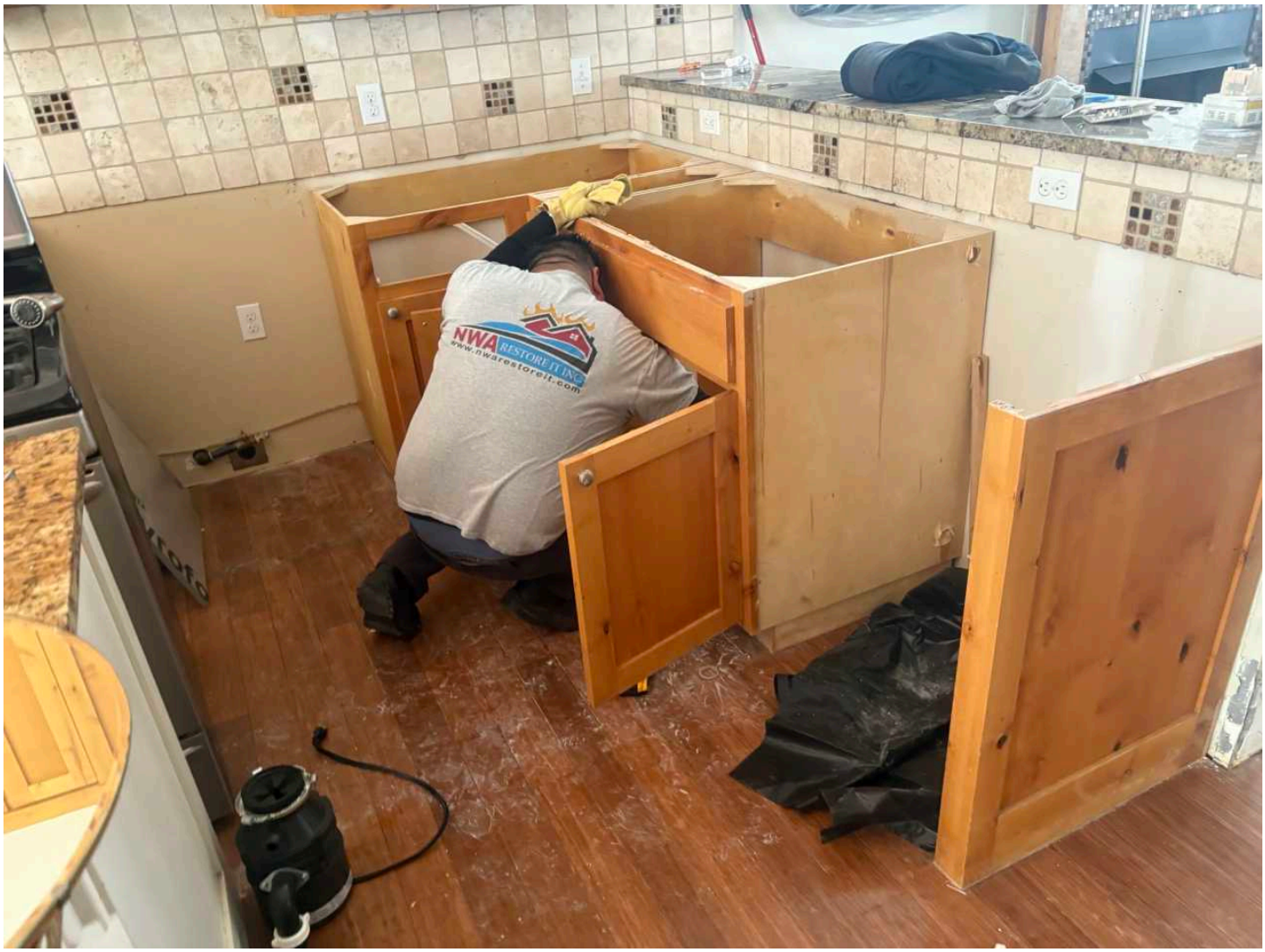

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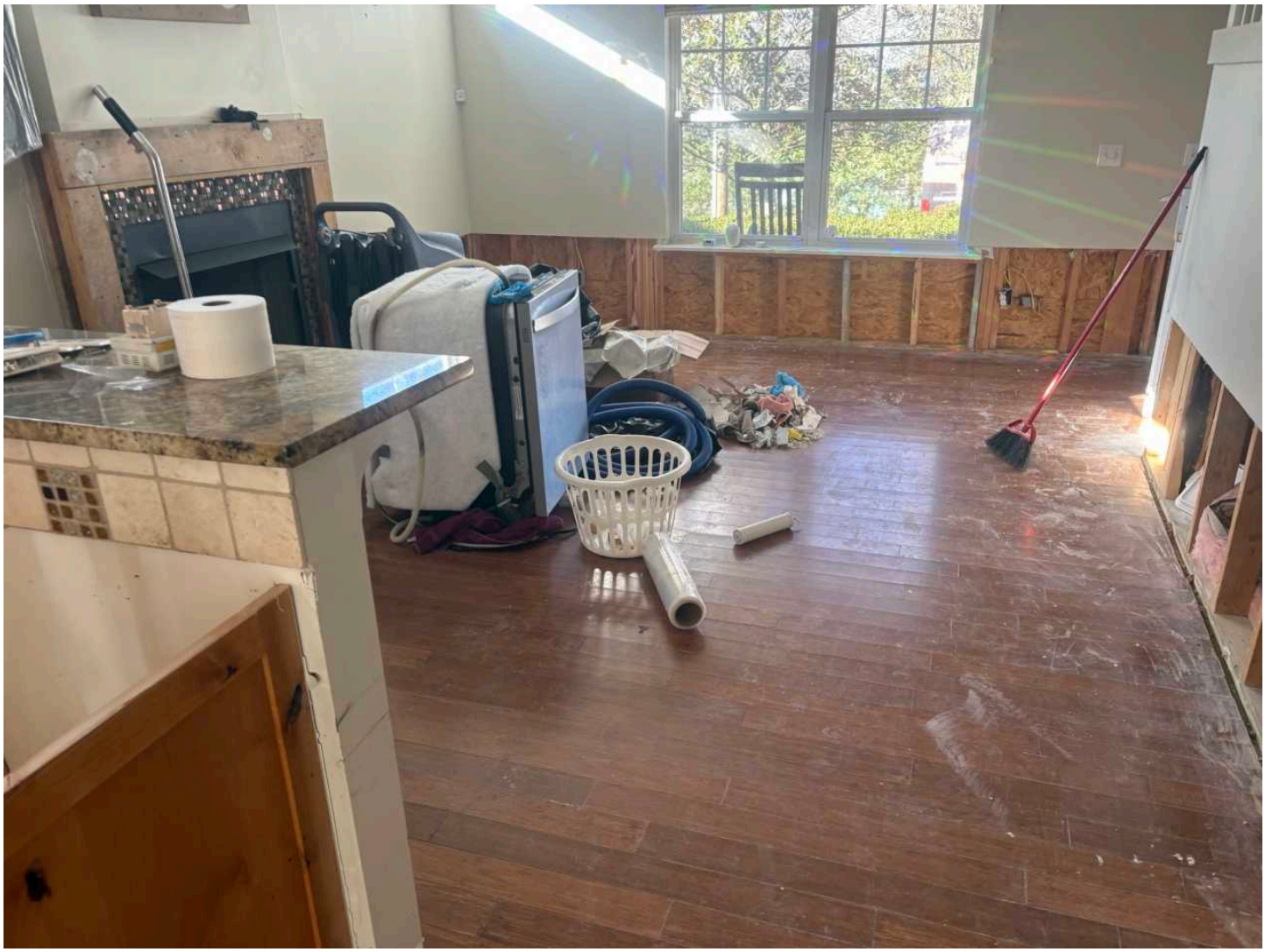

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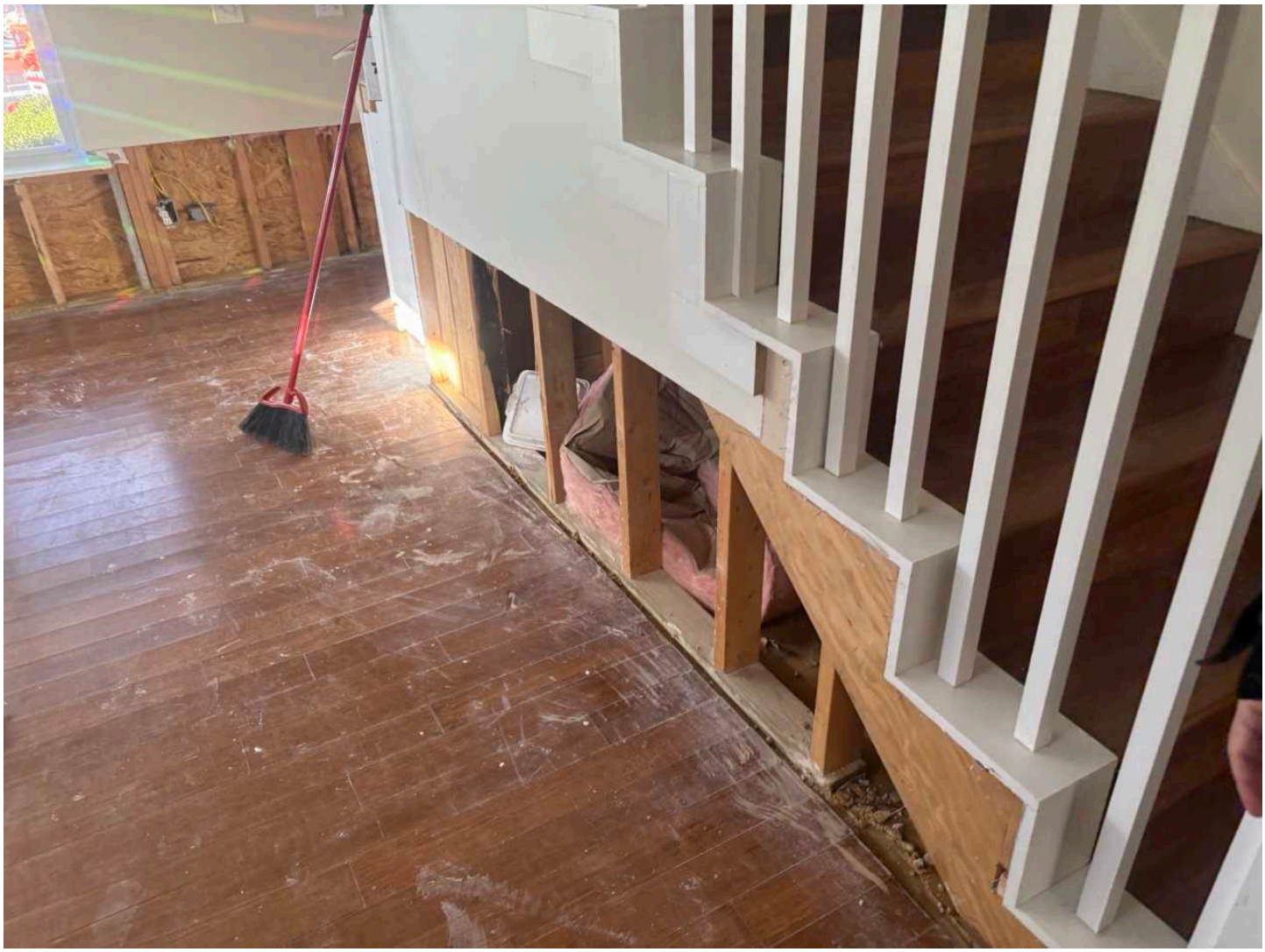

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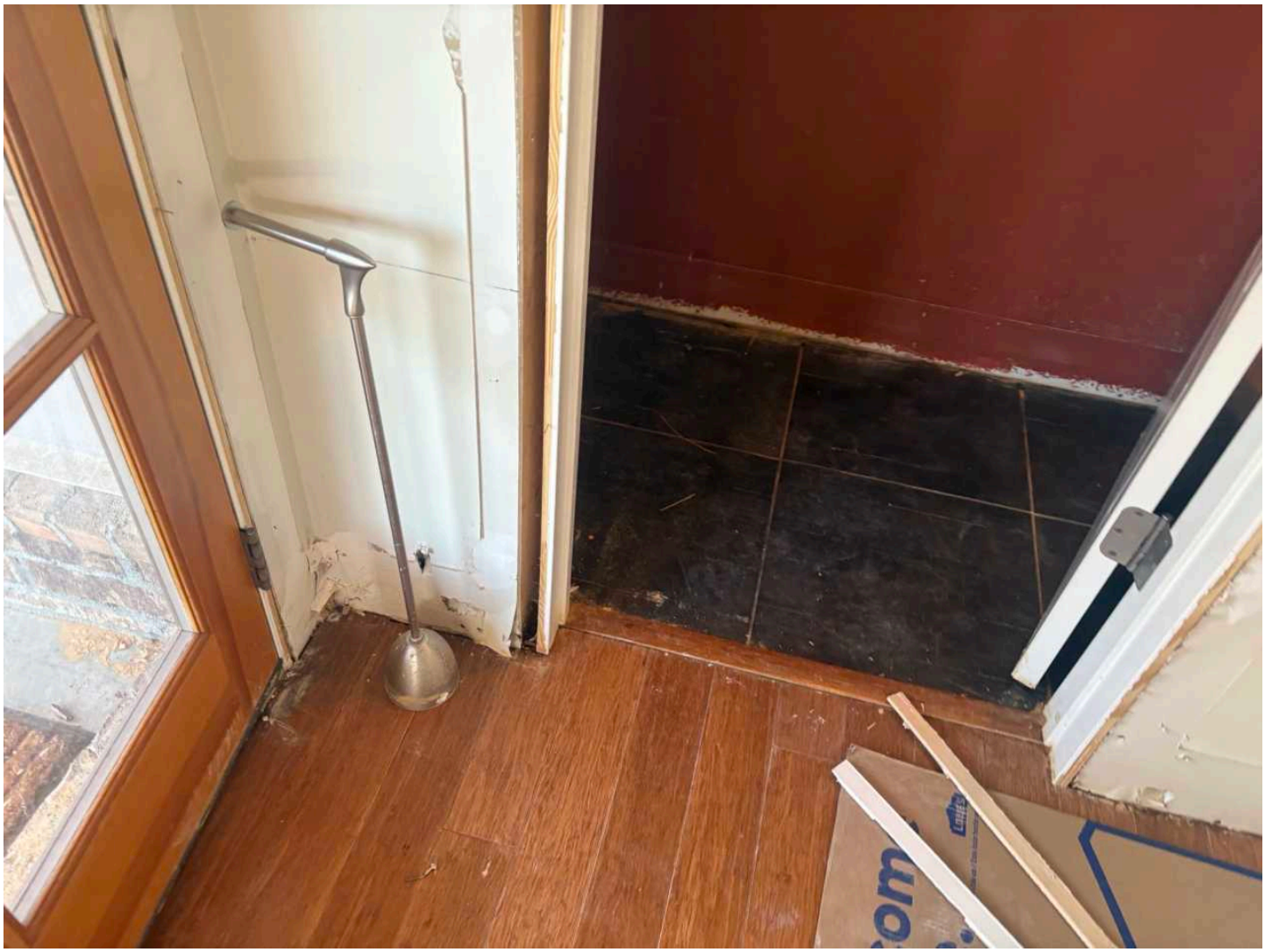

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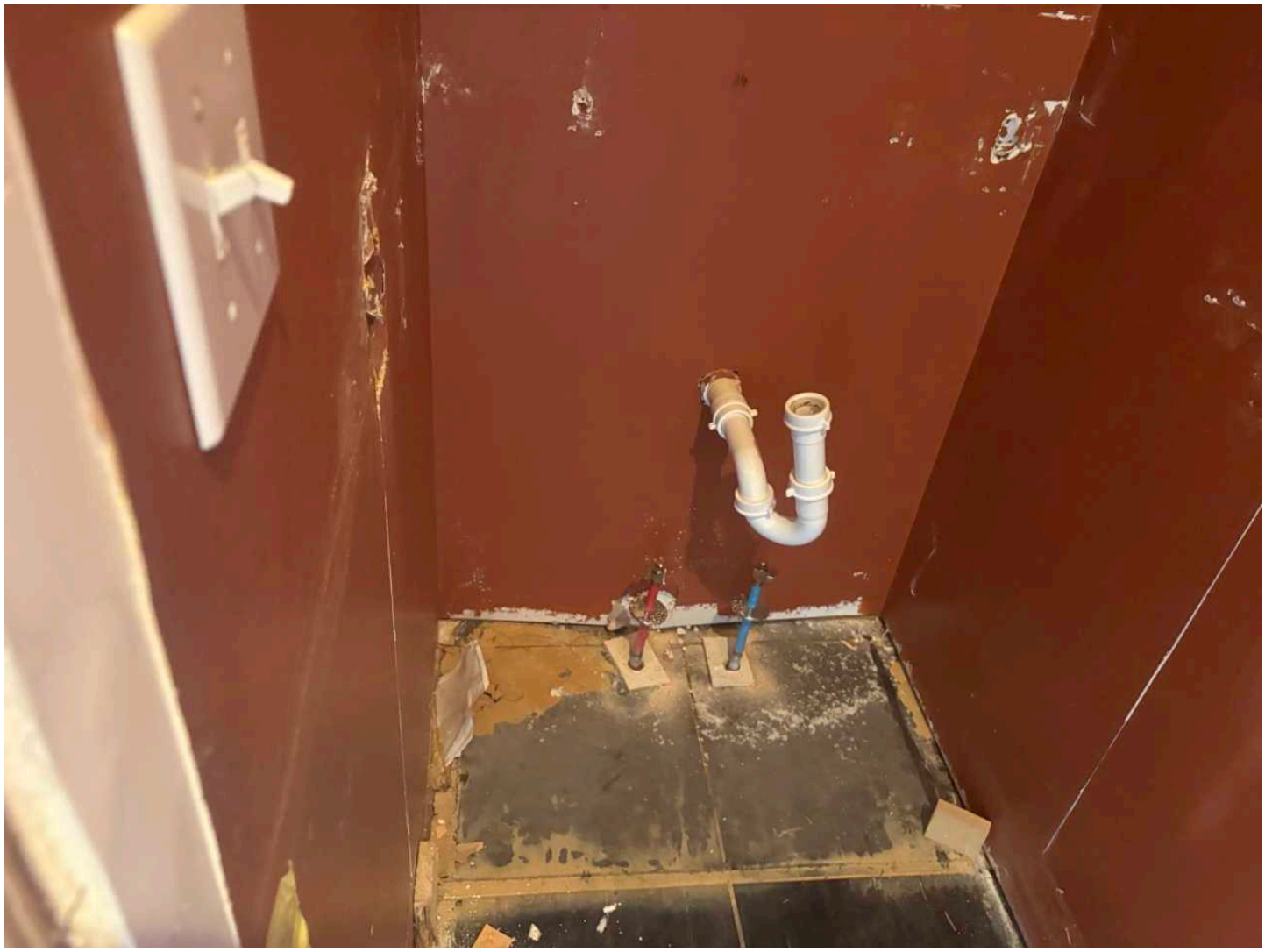

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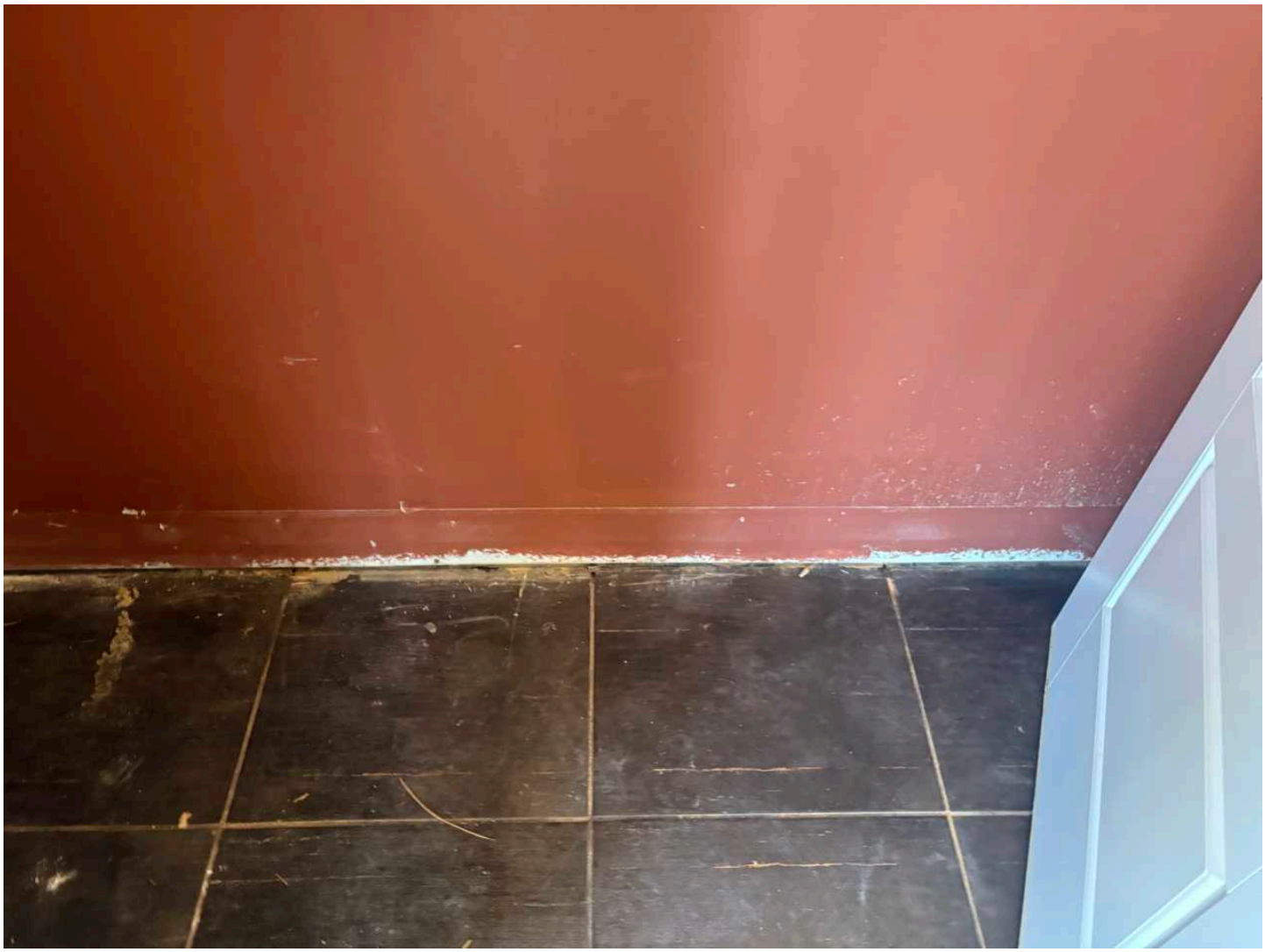

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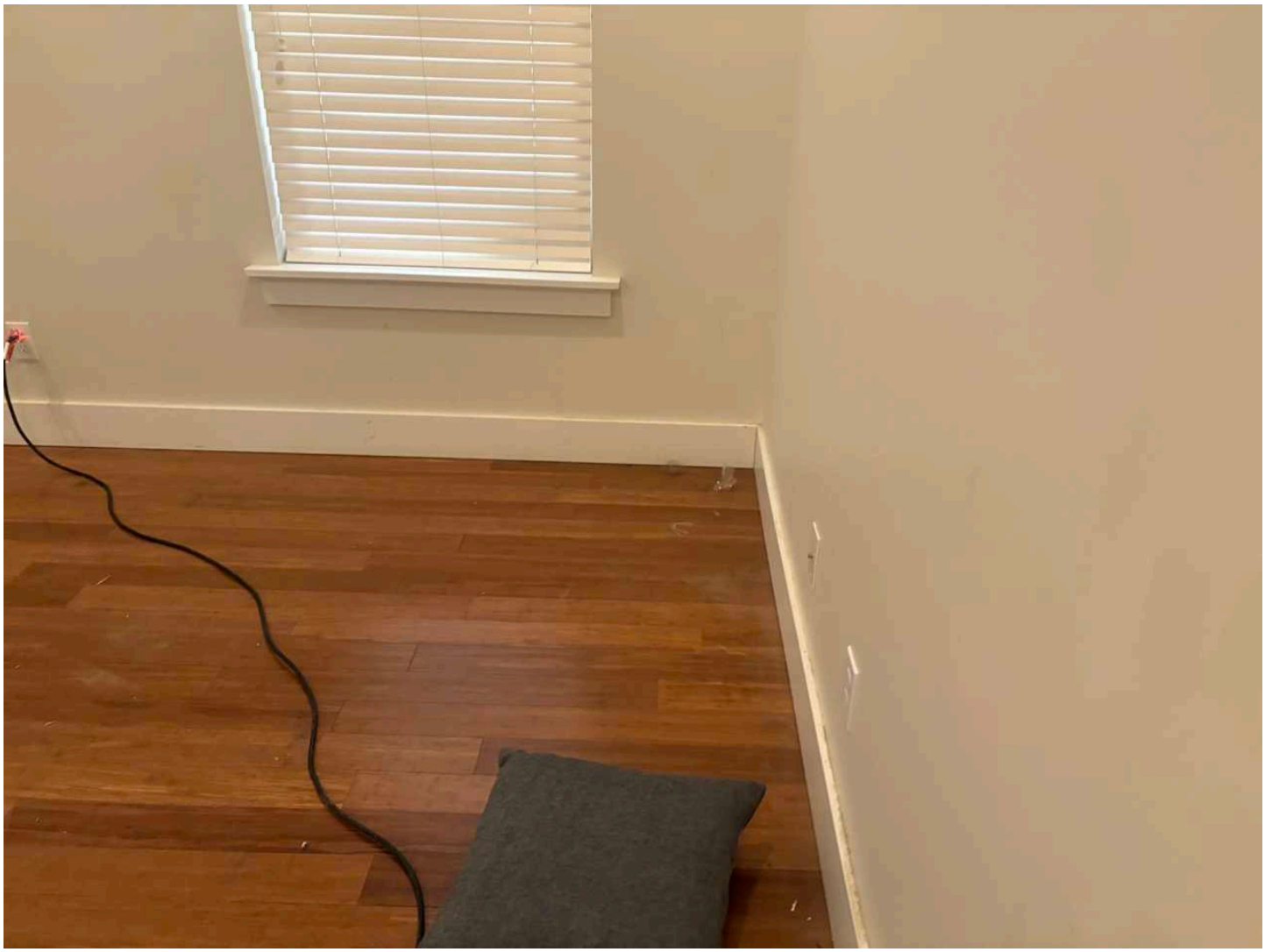

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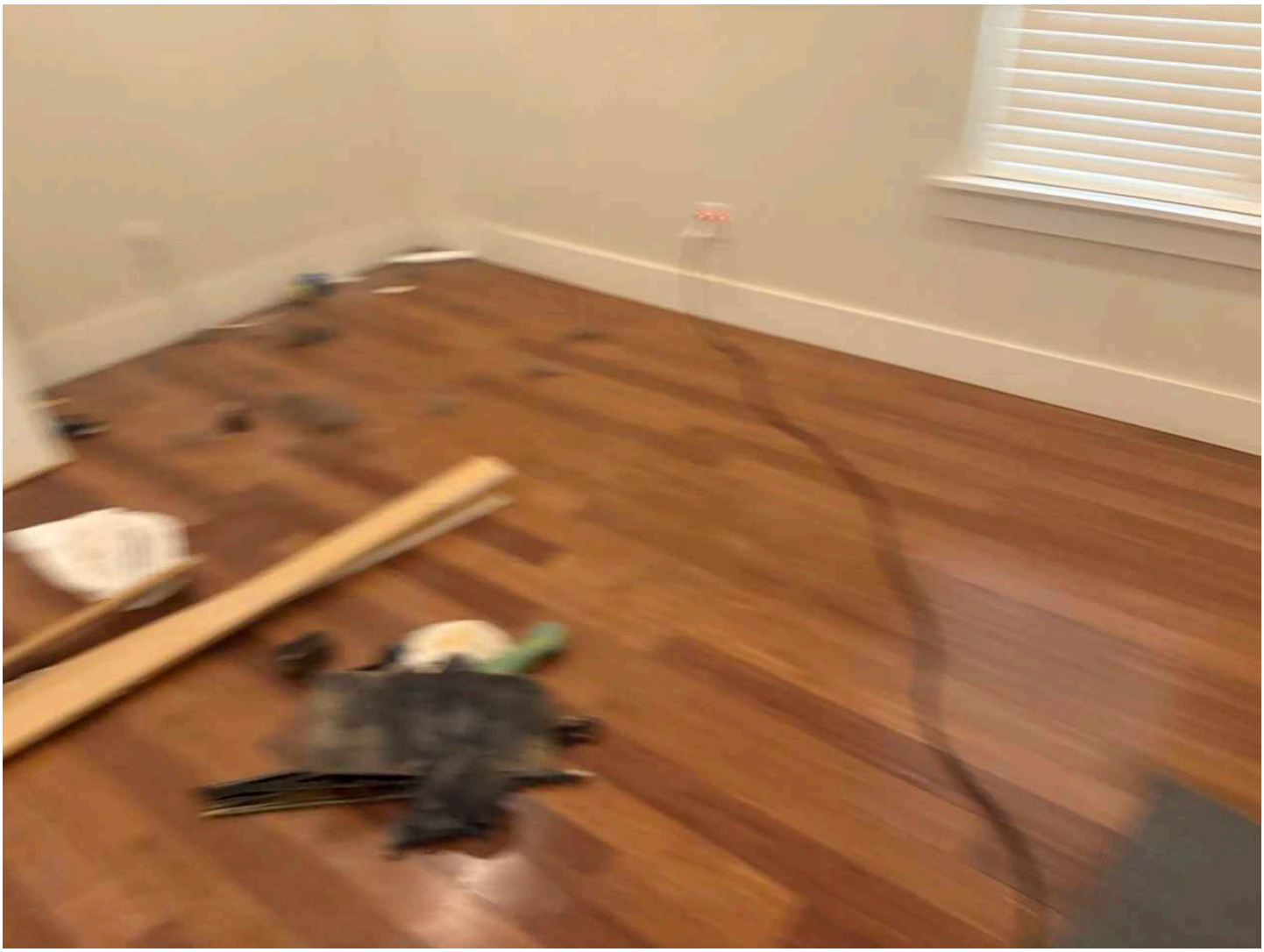

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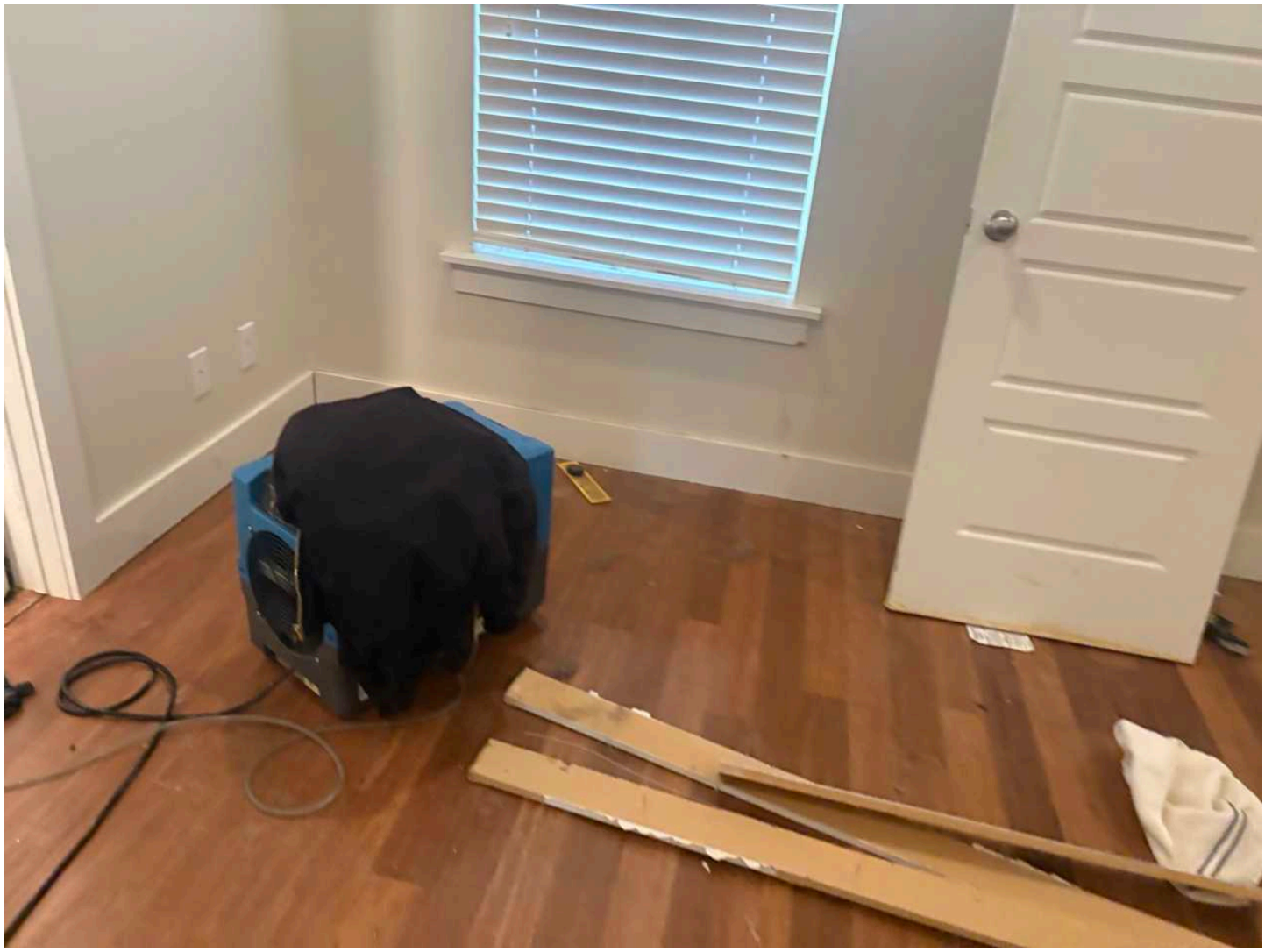

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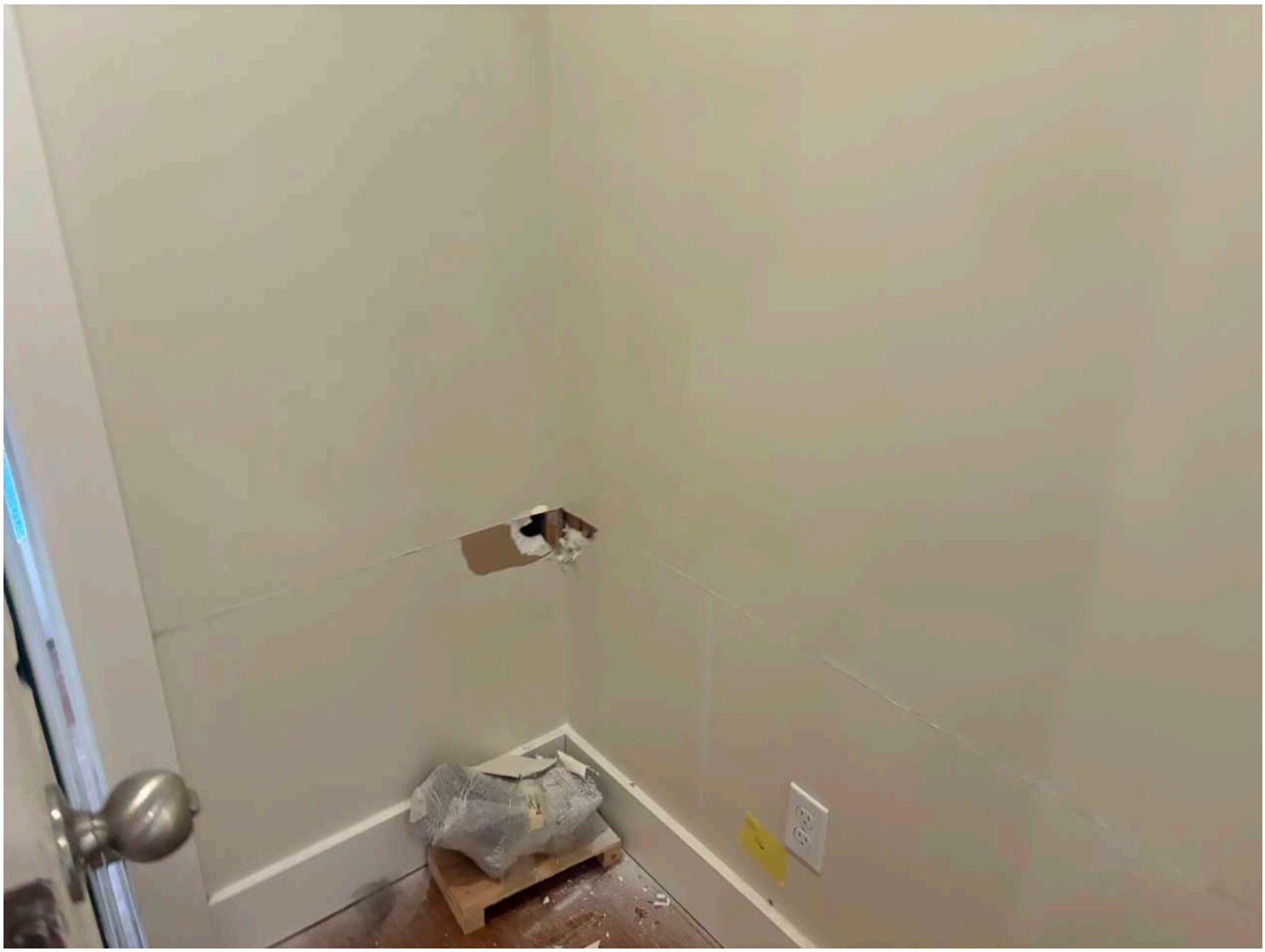

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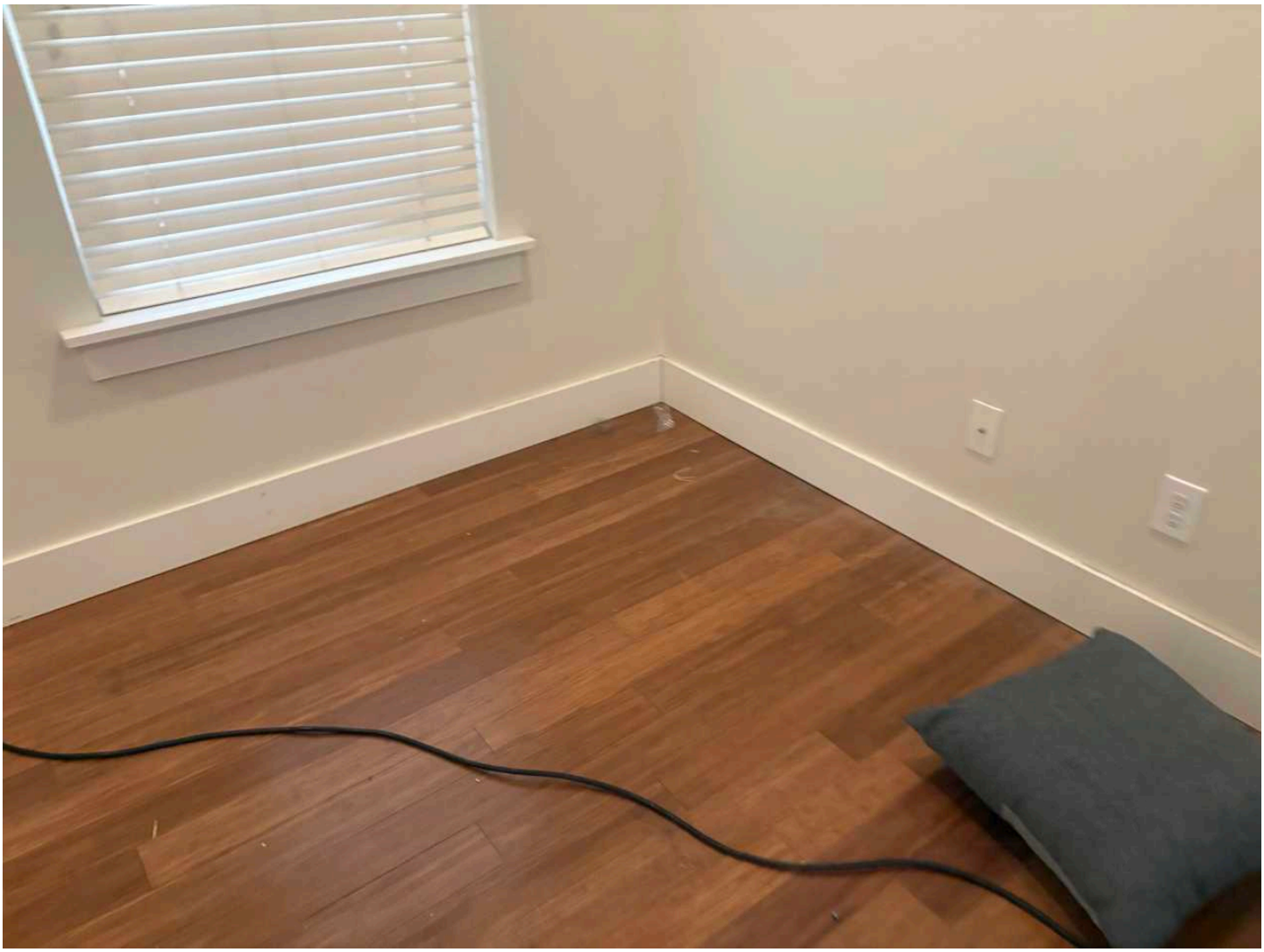

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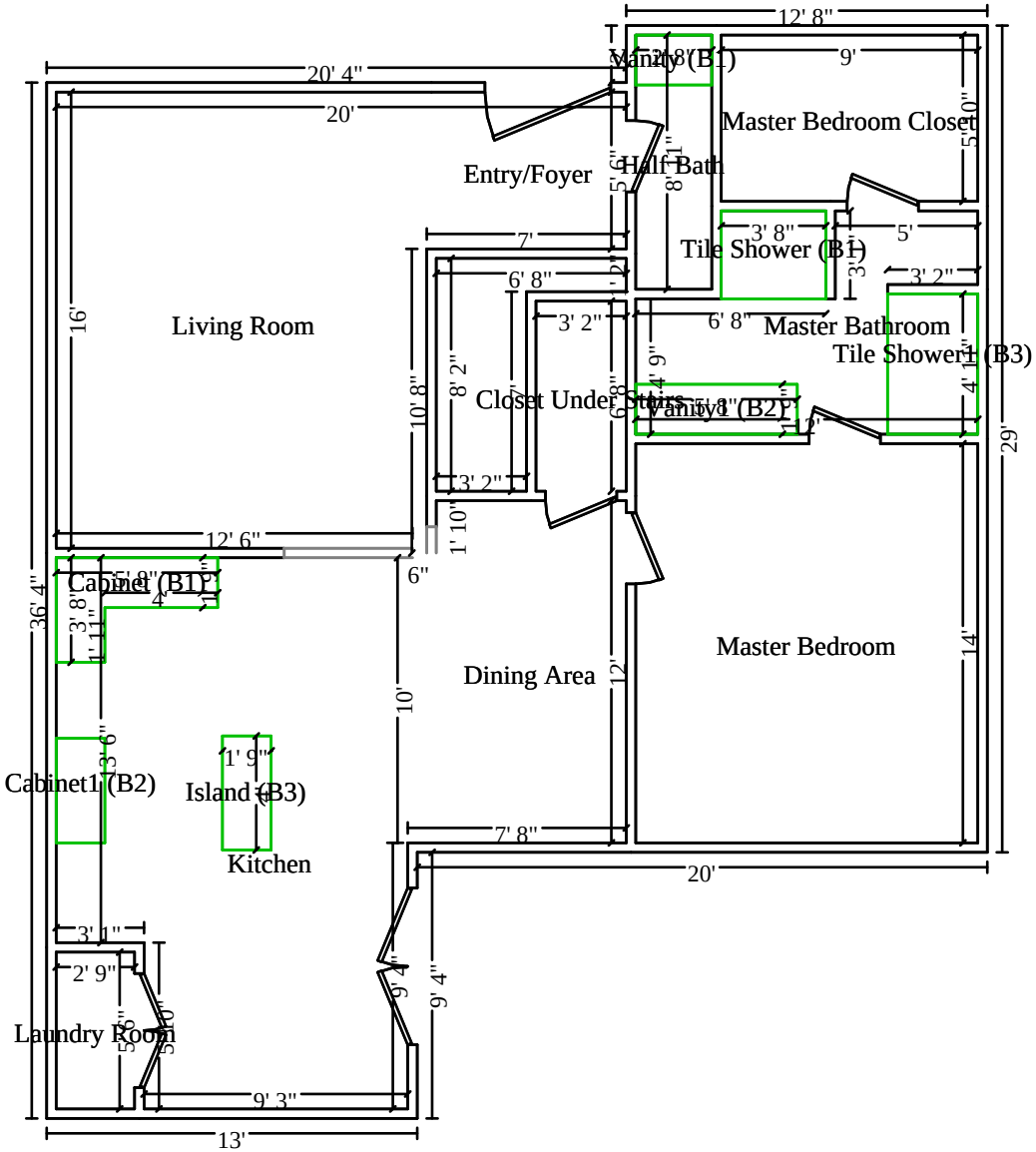
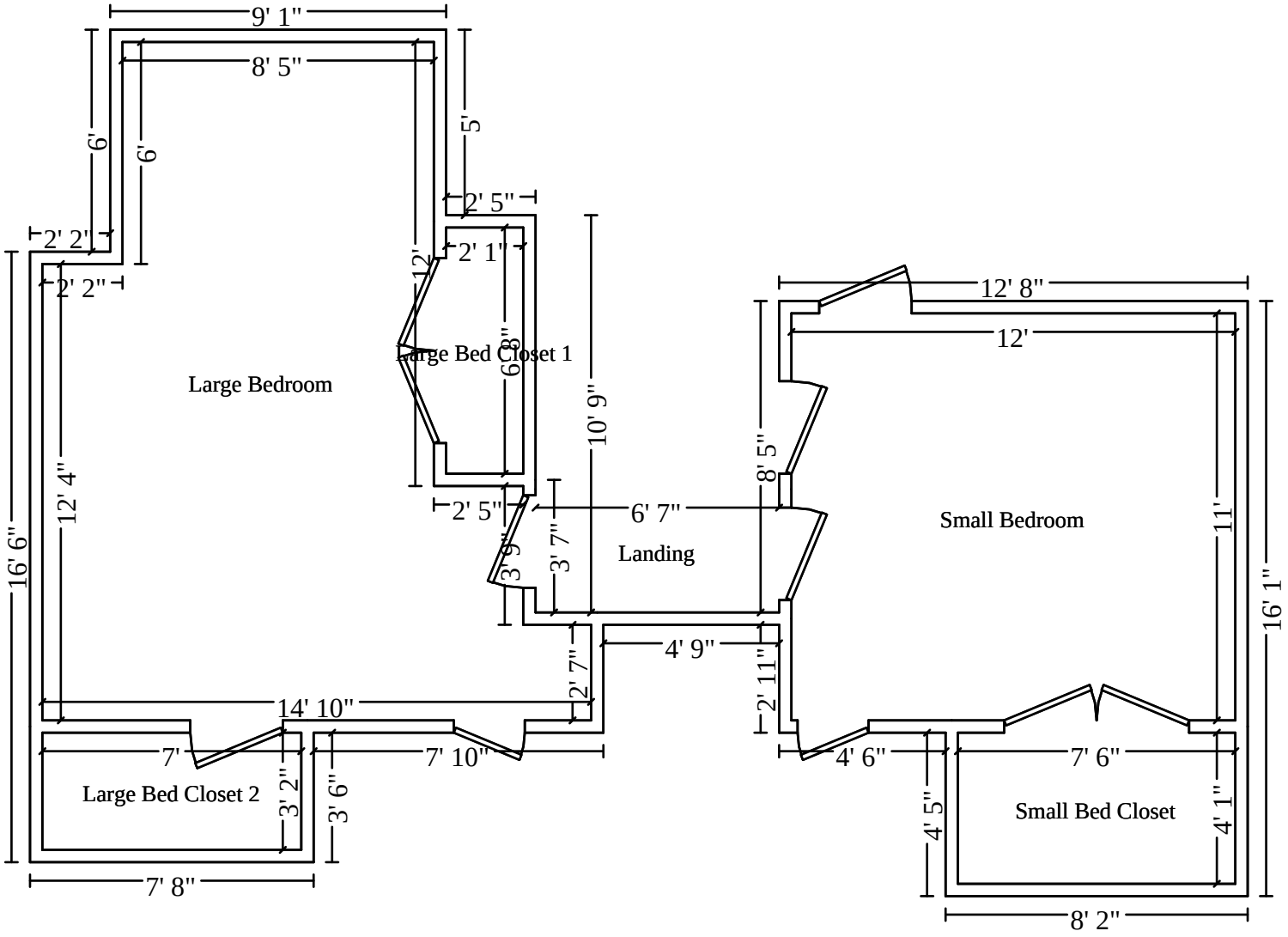
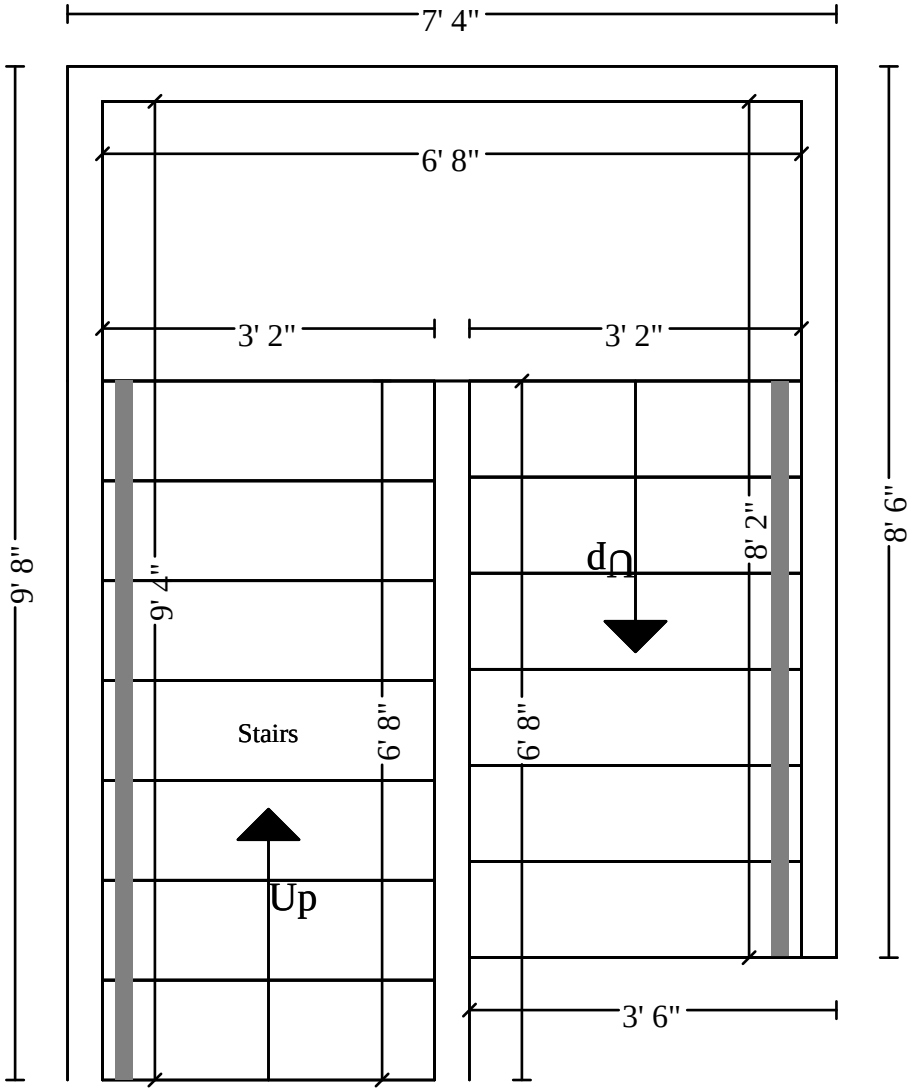

12' 8"
Vanity (B1)
2' 8"
9'
20' 4"
20'
Master Bedroom Closet
5' 0"
Entry/Foyer
5' 6"
Half Bath
8' 11"
7'
3' 8"
Tile Shower (B1)
5'
3' 2"
6' 8"
3' 2"
Living Room
16'
6' 8"
Master Bathroom
Tile Shower (B3)
4' 1"
10' 8"
8' 2"
Closet Under Stairs
6' 8"
4' 9"
Vanity1 (B2)
1' 8"
1' 2"
29'
3' 2"
1' 10"
12' 6"
6"
Cabinet (B1)
5' 8"
4"
1' 11"
3' 8"
36' 4"
Master Bedroom
14'
Dining Area
12'
10'
Cabinet1 (B2)
3' 6"
1' 9"
Island (B3)
Kitchen
7' 8"
20'
3' 1"
2' 9"
9' 4"
9' 4"
Laundry Room
5' 5"
5' 0"
9' 3"
13'

Downstairs


9' 1"
8' 5"
6'
6'
5'
2' 5"
2' 2"
2' 2"
2' 1"
12'
6' 8"
10' 9"
Large Bedroom
Large Bed Closet 1
16' 6"
12' 4"
2' 5"
6' 7"
3' 9"
3' 7"
Landing
12' 8"
12'
8' 5"
Small Bedroom
11'
16' 1"
4' 9"
2' 7"
2' 11"
14' 10"
7'
7' 10"
4' 6"
7' 6"
Large Bed Closet 2
3' 2"
3' 6"
4' 5"
Small Bed Closet
4' 1"
7' 8"
8' 2"

Upstairs



Stairs

Personal Property Lost Items

ROOM	ITEM	DESCRIPTION	VALUE	POTENTIALLY RECOVERABLE		Comments
KITCHEN						
	Food on counters	Assorted food exposed	$75		0	Sewage air, approx 8 hrs
	Dog food	Dog food on floor	$40		0	
	Plants	Plants on floor	$110		0	
	Dog containers	Bowls, auto water dispenser	$80		0	On floor, Rizzari Automatic Pet Water Bowl part of this
	Dishwasher	Stainless,	$600		0	In standing sewage approx 8 hrs
	Stove	Gas 5 burner stove and oven including exhaust hood	$950		0	Bottom instanding sewage appro 8 hrs. Top to match
					0	
	Trash Can	Stainless trash can pedal	$60		0	
	Plastic storage	Containers in island approx 15 pcs	$70		0	Close proximity to raw sewage
					0	
	Bottom Cabinet				0	
	Pots	13 pcs	$280		0	Close proximity to raw sewage
	Cast iron pans	4 pcs	$140		0	Close proximity to raw sewage
	Other pans	4 pcs	$120		0	Close proximity to raw sewage
	Towels / trivets / pot holders	15 pcs	$170		0	Close proximity to raw sewage
	Cleaning supplies under sink		$150		0	Close proximity to raw sewage
					0	Close proximity to raw sewage
	Free Standing Cabinet	Cabinet sitting under window that housed liquor and serving items	$900	1	900	In standing seage for approx 8 hrs, potentially recoverable with refinish
					0	
					0	
	Runner carpet 10'x3'		$300		0	
	Under carpet pad 10'x3'		$40		0	
					0	
DINING	6 chairs	Raised, solid wood	$1,500	1	1500	Legs in sewage approx 8 hrs, potentially recoverable with refinish
	Dining room table	Solid wood	$1,100	1	1100	Legs in sewage approx 8 hrs, potentially recoverable with refinish
	Air rifle	Rifle w/ scope	$250		0	Butt stock in raw sewage
					0	
WATER HEATER CLOSET	Cleaning supplies floor	Chemicals	$210		0	
		Rags, towels on floor x 12	$120		0	
	Free standing selves		$150		0	
	Vacuum cleaner		$175		0	
	Steam cleaner		$200		0	
					0	
LIVING ROOM					0	
	8' Leather Couch	Full leather dog proof	$2,500		0	Legs in standing sewage for 8 hrs as well as potentially underside of couch. Dog jumped on couch after paws in raw sewage.
	4' Fabric Love Seat	Custom furniture to the house	$750		0	Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	4' Fabric Love Seat	Custom furniture to the house	$600		0	Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Fabric Bench Seat	Custom furniture to the house	$800		0	Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Ottoman storage bench		$350		0	Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Dog toys	several kong toys, chuck it balls	$90		0	
	Router		$150		0	Replacement from ATT
	Google Nest Range Extender		$90		0	
	Accent lamp		$75		0	fell on contaminated ground
	Electric cords	4 pcs	$60		0	
	Bar stools	3 pcs solid wood	$450		0	
	Coffee Table	Solid wood (Walnut)	$400		0	Legs in sewage approx 8 hrs
	Area Rug	8 x 10	$1,439		0	Rizzy Mod Mo575a Grey Area Rug
	Under Rug Pad	8 x 10	$150		0	
	Bottom shelf Curio				0	
	Items by Entrance	Book	$60		0	
		Plant	$40		0	
		Photos	$40		0	
					0	
1/2 BATHROOM					0	
	Cleaning Supplies		$65		0	
	Towels / Rags	x 8	$80		0	
	Brush, plunger		$30		0	
	Bidet on toilet		$90		0	
BEDROOM					0	
	King Bed frame Bernhardt 379-H06 Headboard Fabric, Bernhardt 379-FR06 Footboard/rails		$1,095		0	Purchased 7/22/2024 Sam's Furniture order 15178
	Box Spring		$270	1	270	Potentially recoverable
	Mattress		$1,500	1	1500	Potentially recoverable, had a waterproof coverg
	Bedding	Comforter	$150		0	Bedding replacement result of dog jumping on bed with contaminated paws
	Blankets	x 2	$90		0	Bedding replacement result of dog jumping on bed with contaminated paws

	Dream Fit Enhanced Bamboo King Sheets FFBB004-75-5K5 Sheet Set		$190		0	Bedding replacement result of dog jumping on bed with contaminated paws. Purchased Sam's Furniture 7/19/2024
	King Size Pillows (x 4), Decorative Pillow set (x3)	x1	$125		0	
	High Dresser	Solid wood 5'	$800	1	800	Bottom in sewage 8 hrs. Potentially recoverable
	Low dresser	Solid wood 7'	$1,300	1	1300	Bottom in sewage 8 hrs. Potentially recoverable
	End tables	Solid wood by bed x 2	$600	1	600	Bottom in sewage 8 hrs. Potentially recoverable
	Air filter free standing		$250		0	
	Clothes bottom drawers				0	
		Pants x 7 pr	$280		0	
		T shirts x 14	$200		0	
		Collar shirts x 12	$360		0	
		Socks x 15 pr	$150		0	
	End table lamps	x 2	$100		0	Cords in sewage approx 8 hrs
	Dog bed	x1	$90		0	
MASTER BATHROOM					0	
	Cleaning supplies bottom		$175		0	
	Bathroom products bottom		$120		0	
	Hairdryer		$30		0	
	Brush, plunger		$30		0	
	Bath mat		$25		0	
	Bath products tub		$40		0	Tub overflow and raw sewage spill
					0	
MASTER CLOSET	Soft sided gun cases	x 6	$260		0	Absorbed raw sewage. All exposed firearms recoverable after extensive disinfecting/lubricating
	Hard sided gun case	x 1	$80		0	
	Shoes				0	
	Sneakers	x 5	$750		0	
	Boots	x 3	$420		0	
	Special boots with Sole insoles	x 1	$600		0	Cape Buffalo Courtenay Boots tyre style tread sourced from Africa Sporting Creations Dallas Safari Club with sole insoles
	Cowboy Boots	x 2	$700		0	Caiman and bull hide
	Dress shoes	x3	$510		0	
	Shotgun shells Pheasant loads	x150	$250		0	Disposed of with Fayetteville PD hand receipt
	Cabela's Compound Bow case	x1	$90		0	Soft case, absorbed sewage
	Laser Rangefinder in Bow case	x1	$100		0	Sat in sewage for 8 hrs.
	Bow release	x1	$60		0	absorbed sewage
	Ultralight aluminum collapsible hunting tripod (rail and swivel attachments	x1	$300		0	elastic line within poles (similar to camping poles) could not be effectively decontaminated
EXTERIOR	Welcome mat	x2	$80		0	Contaminated shoes making repeated contact
	8'x10' mat	x1	$150		0	Contaminated items seeping sewage placed upon this mat in screened in porch area
ADDITIONAL EXPENSES	Tarps, gloves, towels for gun cleaning	x1	$70.84		0	receipt TrueValue 12/10/25

$28,490	total personal property impacted
$7,970	potentially recoverable amount
$24,505	total personal property loss if half recoverable items are restored, doesn't include costs for restoration

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Client:	Skrocki, Christopher
Property:	516 N Fallin Ave Fayetteville , AR 72701
Operator:	GEORGIAC

Estimator:	Georgia Coppock	Business:	(479) 795-1300
Company:	NWA Restore It Inc.	E-mail:	georgiac@nwarestoreit.com
Business:	13525 W Hwy 102 Centerton, AR 72719		

Type of Estimate:			
Date Entered:	12/8/2025	Date Assigned:	

Price List:	ARFA8X_DEC25
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	SKROCKI_CONT_0977C

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SKROCKI_CONT_0977C

Inventory Import

Inventory Import

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. On-Site Evaluation and/or Supervisor/Admin - per hour	25.00 HR	0.00	65.73	160.22	1,803.47
2. On-Site Inventory, Packing, Boxing, Moving chrg - per hour	76.33 HR	0.00	52.86	393.39	4,428.19
3. Cleaning Technician - per hour	138.00 HR	0.00	52.86	711.23	8,005.91
4. Moving Truck	1.00 EA	0.00	933.43	0.00	933.43
5. Job-site moving/storage container - (per month)	3.00 MO	0.00	249.00	72.83	819.83
This is for 3 months of storage (any additional months will be charged separately)					
6. Job-site moving container - pick up/del. (ea. way) 12'-20'	2.00 EA	0.00	99.50	19.40	218.40
Total: Inventory Import				1,357.07	16,209.23

Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Clean countertop appliance - small - Light clean	1.00 EA	0.00	7.82	0.77	8.59
8. Clean countertop appliance	5.00 EA	0.00	16.55	8.14	90.89
[Skrocki-000021] - Clean countertop appliance					
[Skrocki-000021] - Clean countertop appliance					
[Skrocki-000027] - Clean countertop appliance					
[Skrocki-000024] - Clean countertop appliance					
9. Clean countertop appliance - Heavy clean	3.00 EA	0.00	22.32	6.67	73.63
[Skrocki-000039] - Clean countertop appliance - Heavy clean					
[Skrocki-000039] - Clean countertop appliance - Heavy clean					
[Skrocki-000018] - Clean countertop appliance - Heavy clean					
10. Clean household appliance	3.00 EA	0.00	25.00	7.42	82.42
[Skrocki-000029] - Clean household appliance					
[Skrocki-000099] - Clean household appliance					
[Skrocki-000099] - Clean household appliance					
11. Clean household appliance - small	1.00 EA	0.00	8.46	0.84	9.30

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000028] - Clean household appliance - small					
12. Clean household appliance - Light clean	4.00 EA	0.00	16.13	6.37	70.89
[Skrocki-000021] - Clean household appliance					
[Skrocki-000099] - Clean household appliance -					
- Clean household appliance					
[Skrocki-000099] - Clean household appliance					
13. Clean vacuum cleaner - canister w/ attachments	1.00 EA	0.00	43.73	4.30	48.03
[Skrocki-000042] - Clean vacuum cleaner - canister w/ attachments					
14. Clean bag - handbag - small - Full service	2.00 EA	0.00	13.68	2.93	30.29
[Skrocki-000028] - Clean bag - handbag - small - Full service					
[Skrocki-000028] - Clean bag - handbag - small - Full service					
15. Clean bag - tote bag - Full service	1.00 EA	0.00	13.56	1.45	15.01
[Skrocki-000018] - Clean bag - tote bag - Full service					
16. Clean belt - leather - Full service	1.00 EA	0.00	6.67	0.72	7.39
[Skrocki-000065] - Clean belt - leather - Full service					
17. Clean back pack - outdoor - Full service	1.00 EA	0.00	18.82	2.01	20.83
[Skrocki-000068] - Clean back pack - outdoor - Full service					
18. Provide box & tape - medium size	42.00 EA	0.00	3.42	29.37	173.01
[Skrocki-000075] - Provide box & tape - medium size					
[Skrocki-000070] - Provide box & tape - medium size					
[Skrocki-000071] - Provide box & tape - medium size					
[Skrocki-000074] - Provide box & tape - medium size					
No tags					
[Skrocki-000033] - Provide box & tape - medium size					
[Skrocki-000076] - Provide box & tape - medium size					
[Skrocki-000084] - Provide box & tape - medium size					
Pillow					
No tags					
[Skrocki-000071] - Provide box & tape - medium size					
[Skrocki-000074] - Provide box & tape - medium size					
No tags					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000039] - Provide box & tape - medium size					
[Skrocki-000078] - Provide box & tape - medium size					
[Skrocki-000085] - Provide box & tape - medium size					
[Skrocki-000098] - Provide box & tape - medium size					
[Skrocki-000070] - Provide box & tape - medium size					
[Skrocki-000072] - Provide box & tape - medium size					
[Skrocki-000032] - Provide box & tape - medium size					
[Skrocki-000075] - Provide box & tape - medium size					
[Skrocki-000083] - Provide box & tape - medium size					
Pillow					
No tags					
[Skrocki-000042] - Provide box & tape - medium size					
Blanket					
Pillow					
No tags					
[Skrocki-000073] - Provide box & tape - medium size					
[Skrocki-000081] - Provide box & tape - medium size					
[Skrocki-000028] - Provide box & tape - medium size					
[Skrocki-000042] - Provide box & tape - medium size					
[Skrocki-000032] - Provide box & tape - medium size					
[Skrocki-000073] - Provide box & tape - medium size					
[Skrocki-000072] - Provide box & tape - medium size					
Provide box & tape - medium size					
19. Provide box & tape - small size	25.00 EA	0.00	2.47	12.63	74.38
[Skrocki-000028] - Provide box & tape - small size					
[Skrocki-000069] - Provide box & tape - small size					
[Skrocki-000047] - Provide box & tape - small size					
[Skrocki-000045] - Provide box & tape - small size					
[Skrocki-000068] - Provide box & tape - small size					
[Skrocki-000100] - Provide box & tape - small size					
[Skrocki-000052] - Provide box & tape - small size					
[Skrocki-000030] - Provide box & tape - small size					
[Skrocki-000029] - Provide box & tape - small size					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000082] - Provide box & tape - small size					
[Skrocki-000025] - Provide box & tape - small size					
[Skrocki-000027] - Provide box & tape - small size					
[Skrocki-000099] - Provide box & tape - small size					
[Skrocki-000069] - Provide box & tape - small size					
[Skrocki-000031] - Provide box & tape - small size					
[Skrocki-000028] - Provide box & tape - small size					
[Skrocki-000066] - Provide box & tape - small size					
[Skrocki-000061] - Provide box & tape - small size					
[Skrocki-000067] - Provide box & tape - small size					
[Skrocki-000065] - Provide box & tape - small size					
[Skrocki-000060] - Provide box & tape - small size					
[Skrocki-000064] - Provide box & tape - small size					
[Skrocki-000059] - Provide box & tape - small size					
[Skrocki-000063] - Provide box & tape - small size					
[Skrocki-000062] - Provide box & tape - small size					
20. Provide box & tape - large size	3.00 EA	0.00	4.63	2.84	16.73
[Skrocki-000048] - Provide box & tape - large size					
[Skrocki-000054] - Provide box & tape - large size					
[Skrocki-000026] - Provide box & tape - large size					
21. Provide box, packing paper & tape - medium size	1.00 EA	0.00	3.91	0.80	4.71
[Skrocki-000024] - Provide box, packing paper & tape - medium size					
22. Clean curtains - plain - large - Full service	4.00 EA	0.00	42.20	18.08	186.88
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
23. Clean gloves - Full service	2.00 EA	0.00	8.32	1.79	18.43
[Skrocki-000081] - Clean gloves - Full service					
[Skrocki-000081] - Clean gloves - Full service					
24. Clean hanger - padded - Full service	3.00 EA	0.00	3.88	1.24	12.88

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000065] - Clean hanger - padded - Full service					
25. Clean hat - Full service	1.00 EA	0.00	20.19	2.17	22.36
[Skrocki-000028] - Clean hat - Full service					
26. Clean mittens - Full service	1.00 EA	0.00	4.06	0.44	4.50
[Skrocki-000018] - Clean mittens - Full service					
27. Clean pillow - large - Full service	1.00 EA	0.00	21.48	2.30	23.78
[Skrocki-000083] - Clean pillow - large - Full service					
28. Clean pillow case - Full service	2.00 EA	0.00	4.47	0.96	9.90
[Skrocki-000018] - Clean pillow case - Full service					
[Skrocki-000018] - Clean pillow case - Full service					
29. Clean toy - Full service	1.00 EA	0.00	12.43	1.33	13.76
[Skrocki-000096] - Clean toy - Full service					
30. Clean toy - small - Full service	1.00 EA	0.00	9.46	1.01	10.47
[Skrocki-000096] - Clean toy - small - Full service					
31. Clean toy - doll clothes - Full service	8.00 EA	0.00	6.01	5.15	53.23
[Skrocki-000058] - Clothes					
[Skrocki-000057] - Clothes					
[Skrocki-000051] - Clothes					
[Skrocki-000053] - Clothes					
[Skrocki-000050] - Clothes					
[Skrocki-000049] - Clothes					
[Skrocki-000055] - Clothes					
[Skrocki-000056] - Clothes					
32. Clean towel - Full service	1.00 EA	0.00	3.23	0.35	3.58
[Skrocki-000048] - Clean towel - Full service					
33. Clean wall hanging - Full service	1.00 EA	0.00	16.29	1.74	18.03
[Skrocki-000031] - Clean wall hanging - Full service					
34. Clean electronics / accessories - exterior wipe down	5.00 EA	0.00	9.88	5.00	54.40
[Skrocki-000097] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000039] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000077] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000028] - Clean electronics / accessories - exterior wipe down					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000028] - Clean electronics / accessories - exterior wipe down					
35. Clean electronics / accessories - small - ext. wipe down	8.00 EA	0.00	1.87	1.48	16.44
[Skrocki-000052] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000045] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000081] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000045] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000024] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000029] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000028] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000028] - Clean electronics / accessories - small - ext. wipe down					
36. Cleaning - Electronics - per hour	3.00 HR	0.00	52.86	15.46	174.04
[Skrocki-000099] - Cleaning - Electronics					
[Skrocki-000099] - Cleaning - Electronics - per hour					
[Skrocki-000028] - Cleaning - Electronics - per hour					
37. Clean bar contents	14.00 LF	0.00	13.95	19.61	214.91
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000030] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
38. Clean bar contents	1.00 LF	0.00	13.95	1.40	15.35
[Skrocki-000052] - Clean bar contents					
39. Clean bookcase contents	9.00 LF	0.00	11.19	10.15	110.86

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000052] - Clean bookcase contents					
[Skrocki-000081] - Clean bookcase contents					
[Skrocki-000024] - Clean bookcase contents					
[Skrocki-000024] - Clean bookcase contents					
[Skrocki-000029] - Clean bookcase contents					
40. Clean bookcase contents	3.00 LF	0.00	11.19	3.38	36.95
[Skrocki-000045] - Clean bookcase contents					
[Skrocki-000045] - Clean bookcase contents					
[Skrocki-000045] - Clean bookcase contents					
41. Clean bric-a-brac - per Lg box	37.00 EA	0.00	85.61	311.89	3,479.46
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
- Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000026] - Clean bric-a-brac - per Lg box					
[Skrocki-000081] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000077] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000077] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
Skrocki-000012					
Clean bric-a-brac - per Lg box					
Skrocki-000012					
42. Clean bric-a-brac - per Lg box - low density - Lt Clean	1.00 EA	0.00	45.57	4.48	50.05
Clean bric-a-brac - per Lg box - low density - Lt Clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
43. Clean bric-a-brac - per Lg box - Lt clean	17.00 EA	0.00	68.35	114.18	1,276.13
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000077] - Clean bric-a-brac - per Lg box - Lt clean					
44. Clean bric-a-brac - per Lg box - Hvy clean	6.00 EA	0.00	129.70	77.03	855.23
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Hvy clean					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
45. Clean bric-a-brac - per Sml box - Hvy clean	12.00 EA	0.00	86.24	102.27	1,137.15
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
46. Clean dishpack - per box - Heavy clean	1.00 EA	0.00	104.51	10.38	114.89
[Skrocki-000039] - Clean dishpack - per box - Heavy clean					
47. Clean glasspack - per box - Light clean	2.00 EA	0.00	27.06	5.46	59.58
[Skrocki-000030] - Clean glasspack - per box - Light clean					
[Skrocki-000030] - Clean glasspack - per box - Light clean					
48. Clean glasspack - per box - Heavy clean	1.00 EA	0.00	85.24	8.50	93.74
[Skrocki-000039] - Clean glasspack - per box - Heavy clean					
49. Clean misc items - per Lg box - Hvy clean	1.00 EA	0.00	102.96	10.23	113.19
[Skrocki-000039] - Clean misc items - per Lg box - Hvy clean					
50. Clean misc items - per Med box	1.00 EA	0.00	60.94	6.02	66.96
[Skrocki-000019] - Clean misc items - per Med box					
[Skrocki-000019] - Poopy job					
51. Clean misc items - per Med box - Hvy clean	3.00 EA	0.00	82.77	24.64	272.95
[Skrocki-000021] - Clean misc items - per Med box - Hvy clean					
Clean misc items - per Med box - Hvy clean					
Clean misc items - per Med box - Hvy clean					
52. Clean misc items - per Sml box	1.00 EA	0.00	50.80	5.02	55.82
[Skrocki-000045] - Clean misc items - per Sml box					
53. Clean misc items - per Sml box - Lt clean	1.00 EA	0.00	36.56	3.61	40.17
[Skrocki-000045] - Clean misc items - per Sml box - Lt clean					
54. Clean misc items - per Sml box - Hvy clean	1.00 EA	0.00	67.84	6.72	74.56
[Skrocki-000045] - Clean misc items - per Sml box - Hvy clean					
55. Clean cabinet contents - kitchen	11.00 LF	0.00	19.20	21.90	233.10
[Skrocki-000039] - Clean cabinet contents - kitchen					
[Skrocki-000024] - Clean cabinet contents - kitchen					
[Skrocki-000049] - Clean cabinet contents - kitchen					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000026] - Clean cabinet contents - kitchen					
[Skrocki-000032] - Clean cabinet contents - kitchen					
[Skrocki-000020] - Clean cabinet contents - kitchen					
[Skrocki-000032] - Clean cabinet contents - kitchen					
56. Clean closet contents (no clothing)	14.00 LF	0.00	5.87	8.68	90.86
Clean closet contents (no clothing)					
Skrocki-000002 matches a Box ID used in a prior Job and was removed					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000031] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000064] - Clean closet contents (no clothing)					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
[Skrocki-000079] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000038] - Clean closet contents (no clothing)					
57. Clean ladder - small - Heavy clean	1.00 EA	0.00	31.43	3.17	34.60
[Skrocki-000016] - Clean ladder - small - Heavy clean					
58. Clean night stand contents - Heavy clean	2.00 EA	0.00	22.24	4.46	48.94
Clean night stand contents - Heavy clean					
Skrocki-000035 matches a Box ID used in a prior Job and was removed					
Clean night stand contents - Heavy clean					
Skrocki-000036 matches a Box ID used in a prior Job and was removed					
59. Clean sporting goods - binoculars / monocular / scope	6.00 EA	0.00	11.48	6.95	75.83
[Skrocki-000065] - Clean sporting goods - binoculars / monocular / scope					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000068] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000065] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000031] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000028] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000028] - Clean sporting goods - binoculars / monocular / scope					
60. Clean power tool - exterior wipe down	1.00 EA	0.00	21.01	2.06	23.07
Clean power tool - exterior wipe down					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
61. Clean bar stool	3.00 EA	0.00	16.29	5.23	54.10
Skrocki-000005 - Clean bar stool					
Skrocki-000006 - Clean bar stool					
Skrocki-000007 - Night stand					
62. Clean bar stool - Heavy clean	4.00 EA	0.00	26.47	11.48	117.36
Clean bar stool - Heavy clean					
Skrocki-000006 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000005 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000015 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000014 matches a Box ID used in a prior Job and was removed					
63. Clean chair - wood with plastic/vinyl seat - Heavy clean	6.00 EA	0.00	47.07	29.48	311.90
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000009 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000013 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000010 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000011 matches a Box ID used in a prior Job and was removed					
64. Clean chest	2.00 EA	0.00	29.88	6.09	65.85
Skrocki-000080 - Clean chest					
[Skrocki-000081] - Display					
65. Clean dresser - single	1.00 EA	0.00	32.65	3.36	36.01
Skrocki-000037 - Clean dresser - single					
66. Clean dresser - single - Heavy clean	5.00 EA	0.00	39.76	21.30	220.10
Clean dresser - single - Heavy clean					
Skrocki-000037 matches a Box ID used in a prior Job and was removed					
Clean dresser - single - Heavy clean					
Skrocki-000101 matches a Box ID used in a prior Job and was removed					
Skrocki-000034 - Clean dresser - single - Heavy clean					
Skrocki-000035 - Clean dresser - single - Heavy clean					
Skrocki-000036 - Clean dresser - single - Heavy clean					
67. Clean dresser mirror	1.00 EA	0.00	16.54	1.72	18.26
Clean dresser mirror					
Skrocki-000022 matches a Box ID used in a prior Job and was removed					
68. Clean shoe tree / rack / organizer	2.00 EA	0.00	18.20	3.87	40.27
Skrocki-000043 - Clean shoe tree / rack / organizer					
[Skrocki-000083] - Clean shoe tree / rack / organizer					
69. Clean shoe tree / rack / organizer - Heavy clean	1.00 EA	0.00	23.86	2.64	26.50
Clean shoe tree / rack / organizer - Heavy clean					
Skrocki-000043 matches a Box ID used in a prior Job and was removed					
70. Clean table - coffee - Heavy clean	1.00 EA	0.00	27.15	2.98	30.13
Clean table - coffee - Heavy clean					
71. Clean table - dining - large - Heavy clean	1.00 EA	0.00	75.93	7.79	83.72
Clean table - dining - large - Heavy clean					
72. Clean table - end table - Heavy clean	1.00 EA	0.00	20.02	2.20	22.22
Clean table - end table - Heavy clean					
Skrocki-000007 matches a Box ID used in a prior Job and was removed					
73. Clean table - kitchen	3.00 EA	0.00	22.88	7.08	75.72

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000008 - Clean table - kitchen					
[Skrocki-000023] - Clean table - kitchen					
Clean table - kitchen					
Skrocki-000008 is a duplicate of another Item ID and was removed					
74. Clean table - kitchen - Heavy clean	4.00 EA	0.00	39.20	16.58	173.38
Skrocki-000010 - Kitchen chairs					
Skrocki-000012 - Kitchen chairs					
Skrocki-000009 - Kitchen chairs					
Skrocki-000011 - Kitchen chairs					
75. Clean lamp shade - cloth - Light clean	1.00 EA	0.00	20.08	1.99	22.07
[Skrocki-000085] - Clean lamp shade - cloth - Light clean					
76. Clean table lamp - flat finish (no shade)	2.00 EA	0.00	32.99	6.53	72.51
Skrocki-000041 - Clean table lamp - flat finish (no shade)					
Skrocki-000040 - Clean table lamp - flat finish (no shade)					
77. Clean table lamp - flat finish (no shade) - Light clean	1.00 EA	0.00	24.46	2.42	26.88
[Skrocki-000085] - Clean table lamp - flat finish (no shade) - Light clean					
78. Clean vase - gloss finish - Heavy clean	1.00 EA	0.00	8.42	0.90	9.32
[Skrocki-000024] - Clean vase - gloss finish - Heavy clean					
79. Clean bidet - Heavy	1.00 EA	0.00	39.35	3.85	43.20
[Skrocki-000096] - Clean bidet - Heavy					
80. Cleaning (Miscellaneous Item)	1.00 EA	0.00	0.00	0.00	0.00
Steamer					
81. Clean soap/hand sanitizer dispenser	1.00 EA	0.00	9.09	0.89	9.98
[Skrocki-000096] - Clean soap/hand sanitizer dispenser					
82. Clean toilet paper dispenser - Heavy	1.00 EA	0.00	12.18	1.19	13.37
[Skrocki-000096] - Clean toilet paper dispenser - Heavy					
83. Packaging, Handling, Storage (Miscellaneous Item)	82.00 EA	0.00	0.00	0.00	0.00
Backpack					
Sponge Holder					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000065] - Scent killer					
[Skrocki-000065] - Rifle stand					
[Skrocki-000065] - Night vision goggles headband and misc hardware					
Sweater					
[Skrocki-000067] - Large Box					
Dog Collar					
Duffel Bag					
Dog Seatbelt					
Crock Pot					
Shower Curtain					
[Skrocki-000039] - Misc papers					
Sweater					
Dog Leash					
Tupperware Lid					
Portable Charger					
HDMI Cord					
Sous Vide Cooker					
Tote Bag					
[Skrocki-000065] - Misc papers					
Sweater					
[Skrocki-000039] - Clean pocket knife					
Dog Jersey					
Microfiber Towel					
Dog Pants					
Dog Chew Toys					
Dog Toy					
Dog Puzzle					
[Skrocki-000029] - Ned					
Buc-Cee Squishmellow					
Clip On Fan					
[Skrocki-000027] - Kitchen appliance					
Skrocki-000017 - Side table					
[Skrocki-000016] - Kitchen chair					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000013 - Kitchen chair					
Skrocki-000015 - Kitchen chair					
Basket					
[Skrocki-000099] - Household appliance					
Skrocki-000014 - Kitchen chair					
[Skrocki-000046] - Clothes					
[Skrocki-000044] - Clothes					
Security Camera					
Luggage Bag					
Waterproof Storage Bag					
Lock					
Small Bag					
Dry Bag					
Chargers					
Safety Vest Harness					
Dry Bag					
Misc					
Game Camera					
Dry Bag					
Scopes					
Turkey Call					
Portable Chargers					
Knives					
Hunting Hat					
Pillow Case					
Fanny Pack					
Part of Gun Scope					
Dry Bag					
Pillow Case					
Gun Manuals					
Plug In					
USB-C Charger					
Collar					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Plug In					
Range Finder					
Hunting Vest					
Waterproof Storage Bag					
Head Lamp					
Winter Gloves					
Safety Harness					
iPhone 8					
84. Job-site cargo/storage container - 20' long (per month)	1.00 MO	0.00	128.83	12.56	141.39
[Skrocki-000065] - Rifle scope					
85. Evaluate, tag, & inventory miscellaneous - per item	1.00 EA	0.00	10.19	0.00	10.19
Skrocki-000101 - Evaluate, tag, & inventory miscellaneous - per item					
86. Clean picture - frame, glass & back only - Light clean	1.00 SF	0.00	4.82	0.50	5.32
[Skrocki-000081] - Clean picture - frame, glass & back only - Light clean					
87. Clean picture - frame, glass & back only - Heavy clean	1.00 SF	0.00	11.46	1.18	12.64
[Skrocki-000096] - Clean picture - frame, glass & back only - Heavy clean					
88. Clean/Restore taxidermy - BID ONLY	1.00 EA	0.00	0.00	0.00	0.00
[Skrocki-000083] - Clean/Restore taxidermy - BID ONLY					
89. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000001					
90. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000003					
91. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000002					
92. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000022					
93. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000004					
94. Clean bric-a-brac - per Lg box - Hvy clean	1.00 EA	0.00	129.70	12.83	142.53
[Skrocki-000077]					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
95. Clean wall hanging - wood sculpture - Light clean	3.00 EA	0.00	22.88	7.08	75.72
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
Totals: Cleaning Items				1,128.42	12,177.77

Garment & Soft Goods

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
96. Heavy Soil/Body Fluied Charge	1.00 EA	0.00	250.00	2.19	252.19
97. Clean scarf - Full service	1.00 EA	0.00	7.31	0.78	8.09
98. Clean sweater - Full service	9.00 EA	0.00	11.21	10.81	111.70
99. Clean pants - Full service	7.00 EA	0.00	11.98	8.99	92.85
100. Clean tie - silk - Full service	11.00 EA	0.00	6.71	7.90	81.71
101. Clean shirt - Full service	32.00 EA	0.00	8.53	29.25	302.21
102. Clean blazer/sport coat - lined - Full service	8.00 EA	0.00	12.11	10.38	107.26
103. Clean coat - Full service	4.00 EA	0.00	36.93	15.82	163.54
104. Clean jacket - leather suede - heavy - Full service	3.00 EA	0.00	111.06	35.70	368.88
105. Clean rug - Pelt- large - Full service	1.00 EA	0.00	208.85	22.37	231.22
106. Laundry - wash/dry/fold - per pound - Full service	10.00 LB	0.00	6.53	6.37	71.67
107. Clean blouse - fancy - Full service	53.00 EA	0.00	19.22	109.13	1,127.79
108. Clean comforter - king size - Full service	1.00 EA	0.00	45.84	4.91	50.75
109. Clean blanket -Weighted- full size - Full service	1.00 EA	0.00	39.64	4.25	43.89
110. Clean blanket - full size - Full service	1.00 EA	0.00	29.24	3.14	32.38
111. Clean robe - Full service	3.00 EA	0.00	44.65	14.34	148.29
112. Clean shirt - knit - Full service	5.00 EA	0.00	13.17	7.06	72.91
113. Clean pants - denim jeans - Full service	24.00 EA	0.00	10.93	28.09	290.41

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CONTINUED - Garment & Soft Goods

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
114. Clean belt - Full service	2.00 EA	0.00	6.67	1.43	14.77
115. Clean overalls - ski bibs - Full service	1.00 EA	0.00	14.46	1.55	16.01
116. Clean jacket - Full service	12.00 EA	0.00	21.34	27.44	283.52
117. Clean uniform - military - Full service	6.00 EA	0.00	14.93	9.59	99.17
118. Clean bag - Backpack- Full service	1.00 EA	0.00	24.90	2.67	27.57
119. Clean bag - handbag - Full service	3.00 EA	0.00	25.03	8.05	83.14
120. Clean vest - Full service	5.00 EA	0.00	7.70	4.13	42.63
121. Clean sweatshirt - Full service	12.00 EA	0.00	8.09	10.40	107.48
122. Clean jacket - heavy weight - Full service	2.00 EA	0.00	23.92	5.13	52.97
123. Clean hat - fur/leather - Full service	1.00 EA	0.00	66.11	7.08	73.19
Totals: Garment & Soft Goods				398.95	4,358.19
Total: Inventory Import				**2,884.44**	**32,745.19**
Line Item Totals: SKROCKI_CONT_0977C				**2,884.44**	**32,745.19**

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Summary for Contents

Line Item Total	29,860.75
Material Sales Tax	8.56
Cleaning Matl Tax	79.43
Storage Rental Tax	104.79
Subtotal	30,053.53
Service Sales Tax	2,691.66
Replacement Cost Value	**$32,745.19**
Net Claim	**$32,745.19**

Georgia Coppock

NWA RESTORE IT INC.
www.nwarestoreit.com

INVOICE

BILL TO:
Christopher Skrocki 516 N Fallin Ave Fayetteville, AR 72701

DATE	INVOICE #
1/12/2026	37951

Project	20250977C	Christopher Skrocki 516 N Fallin Ave Fayetteville, AR 72701

Jobs involving multiple phases ((mitigation (initial work to stop further loss, dry, and remove damaged material), mold remediation, general construction (work to restore property to pre-loss condition), and/or contents (moving, cleaning, and storing personal property)) may be invoiced at the completion of each phase.

Item	Description	Amount
Division - Co...	CONTENTS DIVISION	0.00
CONTXSTMT	TAXABLE CLEANING	0.00T
XM8 - CLN - ...	CLEANING	7,355.30T
XM8 - CAP - ...	CLEAN APPLIANCES	349.24T
XM8 - CDC - ...	CLEAN GARMENT & SOFT GOODS	10,268.13T
XM8 - CEL - ...	CLEAN ELECTRIC ITEMS	222.94T
XM8 - CGN -...	CLEAN GENERAL ITEMS	7,931.86T
XM8 - CHF - ...	CLEAN HARD FURNITURE	1,510.97T
XM8 - CLM -...	CLEAN LAMPS OR VASES	118.94T
XM8 - CWH -...	CLEAN CEILING/WALL HANGINGS	84.92T
CONNTXST...	INVENTORY, PACKING OUT, PACKING IN, HANDLING, STORAGE	0.00
XM8 - CPS - ...	CONTENTS: PACKING/HANDLING/STORAGE	2,018.45
MTAD -XM8	TAX ADJ - MATERIALS	169.81

Insurance Co.		Claim #		**Sales Tax (9.75%)**	$2,714.63

Payment Due Upon Receipt.
Invoice Past Due at 30 Days. Lien Notice sent at 45 Days.
5% finance charge may apply to balances not paid within 30 days.

Total	$32,745.19
Payments/Credits	$0.00
Balance Due	$32,745.19

A 3.0% surcharge will be added to payments made by credit card.

Federal ID Number: 72-1532198
Remit to: 13525 W Hwy 102 - Centerton, AR 72719
Main 479.644.4246 Office 479.795.1300 Fax 479.795.1156

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Client:	Christopher Skrocki
Property:	516 N Fallin Ave. Fayetteville, AR 72701
Operator:	JEFFT
Type of Estimate:	
Date Entered:	12/18/2025
Date Assigned:	
Price List:	ARFA8X_DEC25
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	SKROCKI_0977M

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SKROCKI_0977M

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	262.92	0.00	262.92
2. Residential Supervision / Project Management - per hour	3.00 HR	0.00	83.00	0.00	249.00
3. Asbestos test fee - (per sample)	12.00 EA	0.00	89.76	0.00	1,077.12
Per industry standard IICRC S500 (section 8.7) AND OSHA guidelines asbestos samples must be taken on any PACM (presumed asbestos containing materials).					
4. Contamination - post test - full service (Bid Item)	1.00 EA	0.00	1,100.00	0.00	1,100.00
Totals: General				0.00	2,689.04

Master Bedroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Water extract from hard surf flr - Cat 3 wtr - after hours	80.00 SF	0.00	1.32	0.00	105.60
Initial extraction.					
6. Content manipulation - master bedroom	1.00 EA	0.00	73.78	0.00	73.78
To manipulate contents for extraction on initial evening.					
7. Apply plant-based anti-microbial agent to the surface area - after hrs	150.00 SF	0.00	0.45	7.55	75.05
Anit microbial sprayed on initial evening.					
8. Block and pad furniture in room - after hours	1.00 EA	0.00	85.22	0.00	85.22
9. Apply plant-based anti-microbial agent to the surface area	300.00 SF	0.00	0.32	11.29	107.29
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
10. Water extraction from hard surface floor - Cat 3 water	80.00 SF	0.00	0.83	0.00	66.40
Extraction on day 2.					
11. Tear out oversized/multibase - bag for disp. - up to Cat 3	23.00 LF	1.87	0.00	0.00	43.01
12. Tear out trim and bag for disposal - up to Cat 3	28.00 LF	1.04	0.00	0.00	29.12
13. Clean the surface area	150.00 SF	0.00	0.72	10.69	118.69

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CONTINUED - Master Bedroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
To clean before necessary removal after double extraction.					
IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:					
Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
Further-					
IICRC Standard S500- 12.5.3 Controlling Airflow:					
....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
14. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	35.00 LF	5.98	0.00	0.00	209.30
15. Tear out and bag wet insulation - Category 3 water	48.00 SF	1.19	0.00	0.00	57.12
16. Tear out non-salv wood floor & bag - Category 3 water	78.00 SF	6.11	0.00	0.00	476.58
17. Add for tear out wd flr glued down over concrete-after hrs	78.00 SF	4.18	0.00	0.00	326.04
18. Clean with pressure/chemical spray	150.00 SF	0.00	1.83	26.93	301.43
Low pressure wash of affected areas and extraction.					
19. HEPA Vacuuming - Detailed - (PER SF)	150.00 SF	0.00	0.84	12.29	138.29
Totals: Master Bedroom				68.75	2,212.92

Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
20. Water extract from hard surf flr - Cat 3 wtr - after hours	52.00 SF	0.00	1.32	0.00	68.64
Initial extraction.					

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CONTINUED - Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
21. Content manipulation - closet	1.00 EA	0.00	55.39	0.00	55.39
To manipulate contents for extraction on initial evening.					
22. Apply plant-based anti-microbial agent to the surface area - after hrs	106.00 SF	0.00	0.45	5.33	53.03
Anit microbial sprayed on initial evening.					
23. Apply plant-based anti-microbial agent to the surface area	106.00 SF	0.00	0.32	3.99	37.91
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
24. Water extraction from hard surface floor - Cat 3 water	52.00 SF	0.00	0.83	4.21	47.37
Extraction on day 2.					
25. Tear out oversized/multibase - bag for disp. - up to Cat 3	27.00 LF	1.87	0.00	0.00	50.49
26. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.04	0.00	0.00	14.56
27. Clean the surface area	106.00 SF	0.00	0.72	7.55	83.87
To clean before necessary removal after double extraction.					

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.
The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.
Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

28. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	27.00 LF	5.98	0.00	0.00	161.46
29. Tear out and bag wet insulation - Category 3 water	30.00 SF	1.19	0.00	0.00	35.70
30. Clean with pressure/chemical spray	106.00 SF	0.00	1.83	19.02	213.00

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CONTINUED - Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Low pressure wash of affected areas and extraction.					
31. HEPA Vacuuming - Detailed - (PER SF)	106.00 SF	0.00	0.84	8.68	97.72
Totals: Master closet				48.78	919.14

Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
32. Water extract from hard surf flr - Cat 3 wtr - after hours	75.00 SF	0.00	1.32	0.00	99.00
Initial extraction.					
33. Apply plant-based anti-microbial agent to the surface area - after hrs	122.00 SF	0.00	0.45	6.13	61.03
Anit microbial sprayed on initial evening.					
34. Apply plant-based anti-microbial agent to the surface area	122.00 SF	0.00	0.32	4.59	43.63
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
35. Water extraction from hard surface floor - Cat 3 water	75.00 SF	0.00	0.83	0.00	62.25
Extraction on day 2.					
36. Toilet - Detach	1.00 EA	0.00	56.72	0.00	56.72
37. Bathtub - Detach	1.00 EA	0.00	128.75	0.00	128.75
38. Remove Shower door	1.00 EA	21.14	0.00	0.00	21.14
39. Tear out oversized/multibase - bag for disp. - up to Cat 3	14.00 LF	1.87	0.00	0.00	26.18
40. Interior door slab only - Detach	1.00 EA	0.00	7.51	0.00	7.51
41. Tear out trim and bag for disposal - up to Cat 3	12.00 LF	1.04	0.00	0.00	12.48
42. Clean the surface area	92.00 SF	0.00	0.72	6.56	72.80

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CONTINUED - Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL

To clean before necessary removal after double extraction.

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.
The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.
Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

43. Countertop - solid surface/granite - Detach	5.50	SF	0.00	9.91	0.00	54.51
44. Sink - single basin - Detach	2.00	EA	0.00	33.73	0.00	67.46
45. Cabinet - vanity unit - remove - cat 3	5.50	LF	0.00	19.54	0.00	107.47
46. Water line copper cap/plug - per cap	4.00	EA	0.00	24.20	0.00	96.80
47. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	16.00	LF	8.38	0.00	0.00	134.08
48. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	17.00	LF	5.98	0.00	0.00	101.66
49. Tear out and bag wet insulation - Category 3 water	26.00	SF	1.19	0.00	0.00	30.94
50. Clean with pressure/chemical spray	122.00	SF	0.00	1.83	21.90	245.16
Low pressure wash of affected areas and extraction.						
51. Tear out non-salv. tile & bag - Category 3 water	57.00	SF	4.94	0.00	0.00	281.58
52. HEPA Vacuuming - Detailed - (PER SF)	122.00	SF	0.00	0.84	9.99	112.47
53. Tear out non-salv. tile & bag - Category 3 water	46.00	SF	4.94	0.00	0.00	227.24
54. Add for tear out tile thinset down over concrete substrate	46.00	SF	2.10	0.00	0.00	96.60

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CONTINUED - Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Master Bathroom				49.17	2,147.46

Toilet Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
55. Water extract from hard surf flr - Cat 3 wtr - after hours	24.00 SF	0.00	1.32	0.00	31.68
Initial extraction.					
56. Apply plant-based anti-microbial agent to the surface area - after hrs	92.00 SF	0.00	0.45	4.63	46.03
Anit microbial sprayed on initial evening.					
57. Apply plant-based anti-microbial agent to the surface area	92.00 SF	0.00	0.32	3.46	32.90
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
58. Water extraction from hard surface floor - Cat 3 water	24.00 SF	0.00	0.83	0.00	19.92
Extraction on day 2.					
59. Toilet - Detach	1.00 EA	0.00	56.72	0.00	56.72
60. Tear out oversized/multibase - bag for disp. - up to Cat 3	14.00 LF	1.87	0.00	0.00	26.18
61. Interior door slab only - Detach	1.00 EA	0.00	7.51	0.00	7.51
62. Tear out trim and bag for disposal - up to Cat 3	56.00 LF	1.04	0.00	0.00	58.24
63. Clean the surface area	92.00 SF	0.00	0.72	6.56	72.80

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CONTINUED - Toilet Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
To clean before necessary removal after double extraction.					
IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:					
Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
Further-					
IICRC Standard S500- 12.5.3 Controlling Airflow:					
....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
64. Countertop - solid surface/granite - Detach	7.00 SF	0.00	9.91	0.00	69.37
65. Sink - single basin - Detach	1.00 EA	0.00	33.73	0.00	33.73
66. Cabinet - vanity unit - remove - cat 3	2.50 LF	0.00	19.54	0.00	48.85
67. Water line copper cap/plug - per cap	2.00 EA	0.00	24.20	0.00	48.40
68. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	17.00 LF	8.38	0.00	0.00	142.46
69. Tear out and bag wet insulation - Category 3 water	15.00 SF	1.19	0.00	0.00	17.85
70. Clean with pressure/chemical spray	92.00 SF	0.00	1.83	16.51	184.87
Low pressure wash of affected areas and extraction.					
71. HEPA Vacuuming - Detailed - (PER SF)	92.00 SF	0.00	0.84	7.53	84.81
72. Tear out non-salv. tile & bag - Category 3 water	24.00 SF	4.94	0.00	0.00	118.56
73. Add for tear out tile thinset down over concrete substrate	24.00 SF	2.10	0.00	0.00	50.40
Totals: Toilet Room				38.69	1,151.28

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Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
74. Containment Barrier/Airlock/Decon. Chamber	56.00 SF	0.00	1.02	0.00	57.12
75. Content manipulation - Living room	1.00 EA	0.00	221.33	0.00	221.33
76. Containment Barrier - tension post (per day)	2.00 DA	0.00	3.35	0.00	6.70
77. Peel & seal zipper - heavy duty	1.00 EA	0.00	16.80	0.00	16.80
78. Water extract from hard surf flr - Cat 3 wtr - after hours	450.00 SF	0.00	1.32	0.00	594.00
Initial extraction.					
79. Apply plant-based anti-microbial agent to the surface area - after hrs	620.00 SF	0.00	0.45	31.19	310.19
Anit microbial sprayed on initial evening.					
80. Block and pad furniture in room - after hours	1.00 EA	0.00	85.22	0.00	85.22
81. Apply plant-based anti-microbial agent to the surface area	1,240.00 SF	0.00	0.32	46.64	443.44
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
82. Water extraction from hard surface floor - Cat 3 water	450.00 SF	0.00	0.83	0.00	373.50
Extraction on day 2.					
83. Tear out oversized/multibase - bag for disp. - up to Cat 3	82.00 LF	1.87	0.00	0.00	153.34
84. Tear out trim and bag for disposal - up to Cat 3	56.00 LF	1.04	0.00	0.00	58.24
85. Clean the surface area	620.00 SF	0.00	0.72	44.18	490.58

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CONTINUED - Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
To clean before necessary removal after double extraction.					
IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:					
Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
Further-					
IICRC Standard S500- 12.5.3 Controlling Airflow:					
....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
86. Range - freestanding - electric - Detach	1.00 EA	0.00	24.37	0.00	24.37
87. Tear out non-salv. tile & bag - Category 3 water	16.00 SF	4.94	0.00	0.00	79.04
For affected tile removed around the fireplace.					
88. Dishwasher - Detach	1.00 EA	0.00	63.18	0.00	63.18
89. Sink - double basin - Detach	1.00 EA	0.00	36.03	0.00	36.03
90. Remove P-trap assembly - ABS (plastic)	2.00 EA	10.46	0.00	0.00	20.92
91. Remove Garbage disposal / disposer	1.00 EA	28.82	0.00	0.00	28.82
92. Countertop - solid surface/granite - Detach	18.00 SF	0.00	9.91	0.00	178.38
93. Cabinet - lower (base) unit - Detach - Cat 3	8.00 LF	0.00	26.85	0.00	214.80
94. Water line copper cap/plug - per cap	2.00 EA	0.00	24.20	0.00	48.40
95. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	85.00 LF	5.98	0.00	0.00	508.30
96. Tear out and bag wet insulation - Category 3 water	42.00 SF	1.19	0.00	0.00	49.98
97. Tear out non-salv wood floor & bag - Category 3 water	476.00 SF	6.11	0.00	0.00	2,908.36

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CONTINUED - Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
98. Add for tear out wd flr glued down over concrete-after hrs	476.00 SF	4.18	0.00	0.00	1,989.68
99. Clean with pressure/chemical spray	620.00 SF	0.00	1.83	111.28	1,245.88
Low pressure wash of affected areas and extraction.					
100. HEPA Vacuuming - Detailed - (PER SF)	620.00 SF	0.00	0.84	50.78	571.58
Totals: Living Room/ Kitchen				284.07	10,778.18

Closet under the stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
101. Water extract from hard surf flr - Cat 3 wtr - after hours	21.00 SF	0.00	1.32	0.00	27.72
Initial extraction.					
102. Apply plant-based anti-microbial agent to the surface area - after hrs	55.00 SF	0.00	0.45	2.76	27.51
Anit microbial sprayed on initial evening.					
103. Apply plant-based anti-microbial agent to the surface area	110.00 SF	0.00	0.32	4.13	39.33
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
104. Water extraction from hard surface floor - Cat 3 water	21.00 SF	0.00	0.83	0.00	17.43
Extraction on day 2.					
105. Tear out oversized/multibase - bag for disp. - up to Cat 3	15.00 LF	1.87	0.00	0.00	28.05
106. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.04	0.00	0.00	14.56
107. Clean the surface area	55.00 SF	0.00	0.72	3.92	43.52

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CONTINUED - Closet under the stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
To clean before necessary removal after double extraction.					
IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:					
Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
Further-					
IICRC Standard S500- 12.5.3 Controlling Airflow:					
....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
108. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	17.00 LF	5.98	0.00	0.00	101.66
109. Tear out non-salv wood floor & bag - Category 3 water	12.00 SF	6.11	0.00	0.00	73.32
110. Add for tear out wd flr glued down over concrete-after hrs	12.00 SF	4.18	0.00	0.00	50.16
111. Clean with pressure/chemical spray	55.00 SF	0.00	1.83	9.87	110.52
Low pressure wash of affected areas and extraction.					
112. HEPA Vacuuming - Detailed - (PER SF)	55.00 SF	0.00	0.77	4.13	46.48
Totals: Closet under the stairs				24.81	580.26

Restoration Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
113. Air filtration device (24 hr period) - No monit.	34.00 DA	0.00	80.00	0.00	2,720.00
*Price does not include filter.					
114. Air mover (per 24 hour period) - No monitoring	104.00 EA	0.00	33.00	0.00	3,432.00

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

CONTINUED - Restoration Equipment

DESCRIPTION	QTY		REMOVE	REPLACE	TAX	TOTAL
Includes: Equipment cost for a standard drying fan. Based on 24 hours of "run time" on the job-site. Excludes: Set-up, take down, and monitoring. Use WTREQ for set-up, take down, and/or monitoring, if needed. Quality: Standard drying fan, typically greater than 850 actual CFM. Note: Due to ever improving technology and efficiency of equipment, and as the actual type (brand/model/specs) of equipment used varies, CFM may not always be the best indicator. The price for this line item is therefore based on the reported cost for the most predominantly used standard drying fans in this area. No life expectancy data						
115. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	22.00	EA	0.00	95.00	0.00	2,090.00
Includes: Hourly labor to travel to job-site to deliver, setup, inspect, move and adjust, monitor, take moisture readings, etc. and/or take down & remove dryers and dehumidifiers. Excludes: Equipment charges. No life expectancy data *Price does not include filter.						
116. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	22.00	EA	0.00	123.00	0.00	2,706.00
Includes: Equipment cost for a dehumidifier unit. Based on 24 hours of "run time" on the job-site. Excludes: Set-up, take down, and monitoring. Use WTREQ for set-up, take down, and/or monitoring, if needed. Quality: Dehumidifier with an AHAM certified rating of 110 to 159 pints per day. Note: Due to ever improving technology and efficiency of equipment, and as the actual type (brand/model/specs) of equipment used varies among service providers and areas of the country, no specific equipment is referenced within this line item. The price for this line item is therefore based on the reported cost for the most predominantly used "high capacity" dehumidifier in this area. No life expectancy data *Price does not include filter.						
117. Equip. setup, take down & monitoring - after hrs	4.00	HR	0.00	94.90	0.00	379.60
1 hr for set up of stabilization and 1 hr of monitoring on the original evening. 2 hrs over the weekend of monitoring.						
118. Equipment setup, take down, and monitoring (hourly charge)	12.00	HR	0.00	63.20	0.00	758.40
10 hours of monitoring while drying. 2 hours for equipment take down.						
119. Equipment decontamination charge - HVY, per piece of equip	20.00	EA	0.00	59.46	0.00	1,189.20
To decontaminate the drying equipment after drying.						
120. Water Extraction & Remediation Technician - per hour	12.00	HR	0.00	63.20	0.00	758.40
2 techs for 4 hours to decontaminate & clean hoses, wands, truck mount, and portables.						
Totals: Restoration Equipment					0.00	14,033.60

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Consumables

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
121. Add for HEPA filter (for negative air exhaust fan)	2.00 EA	0.00	210.80	41.11	462.71
122. Filter (Pre-filter for air filtration device)	2.00 EA	0.00	8.74	3.57	21.05
New filters for air filtration device(s).					
123. Filter (dehumidifier)	5.00 EA	0.00	11.86	12.13	71.43
New filters for dehumidifier(s).					
124. Add for personal protective equipment - per person per suit up	9.00 EA	0.00	21.43	10.66	203.53
3 techs, 1 set of PPE the original evening response, 3 techs, 2 sets of PPE (before lunch and after lunch) on day 2. Includes up to protective: suits, masks, filters and gloves.					
125. Add for HEPA filter (for canister/backpack vacuums)	1.00 EA	0.00	92.19	7.56	99.75
126. Ducting - lay-flat	10.00 LF	0.00	0.51	1.05	6.15
Totals: Consumables				76.08	864.62

Debris Removal

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
127. Dumpster trailer load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	474.80	0.00	46.29	521.09
1.66 tons of debris dumped.					
128. Haul debris - per pickup truck load - including dump fees	1.00 EA	163.28	0.00	0.00	163.28
Totals: Debris Removal				46.29	684.37

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
129. Plumbing labor minimum	1.00 EA	0.00	50.75	0.00	50.75
130. Mirror/shower door labor minimum	1.00 EA	0.00	129.49	0.00	129.49
Totals: Labor Minimums Applied				0.00	180.24
Line Item Totals: SKROCKI_0977M				**636.64**	**36,241.11**

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Summary

Line Item Total	35,604.47
Material Sales Tax	59.33
Cleaning Matl Tax	28.39
Subtotal	35,692.19
Service Sales Tax	548.92
Replacement Cost Value	**$36,241.11**
Net Claim	**$36,241.11**

FOREMOST INSURANCE GROUP

Toll Free: (800) 527-3907
Email: myclaim@foremost.com
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
claims.Foremost.com

December 18, 2025

CHRISTOPHER SKROCKI
516 N FALLIN AVE
FAYETTEVILLE AR 72701-3608

RE:		
	Insured:	Christopher Skrocki
	Claim Number:	5040242207-1-1
	Policy Number:	5017751302
	Loss Date:	12/08/2025
	Location of Loss:	516 N Fallin Ave, Fayetteville, AR
	Subject:	Settlement Notice

Dear CHRISTOPHER SKROCKI:

Thank you for being a valued customer. We'll issue your claim payment(s) through the method you select to receive your funds.

Your settlement breakdown and other claim related information can be found on the included Additional Information page.

The amount of your loss that exceeded the limit was enough to cover the entire deductible amount.

We encourage you to visit www.foremost.com to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

If you have any questions, please contact me.

Thank you.

Ashlee Ornelas
Special Field Claims Representative
(405) 782-6221
Foremost Insurance Company Grand Rapids, Michigan

Email communications are preferred and should be sent to myclaim@foremost.com. If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

Payment Reference Number(s): 1644387496
Enclosure(s):
Estimate/Invoice -

Additional Information

Payment summary:
The following table of information outlines your claim settlement.

Line of Coverage	Water Backup
Less: Policy Deductible	$250.00
Applicable Policy Limit	$10,000.00
Amount	$10,000.00

Settlement information:
Actual cash value is based on replacement cost less any applicable depreciation for age, useful life and condition. Labor, taxes and other fees and expenses have also been depreciated if not prohibited by your state. To recover depreciation, please send us a copy of any invoices or receipts that demonstrate replacement or repairs. We believe our estimate reflects the reasonable cost necessary to repair or replace the covered damages. Please let know immediately if you disagree. We'll reimburse you for the full replacement cost reasonably paid to repair replace the covered damages or any applicable policy limits.

Any deductible amount will be applied according to policy provisions.

Loss payee on check:
The attached payment includes all loss payees as your policy requires.

Subrogation pursuit:
We intend to pursue reimbursement of amounts we paid, including your deductible, if applicable, from the responsible party who caused or contributed to this loss. If we receive payment, we will reimburse your deductible, if one was applied, according to your state's law.

Legal Notice(s):
We reserve all rights and defenses under the policy and law and no activity on our part should be construed as a waiver. Even though only parts of the policy may be mentioned or quoted in this letter, additional portions if found to be relevant will be applied.

Please note there are time limits set forth in the Conditions ("Lawsuits Against Us" or "Legal Action Against Us" or "Suit Against Us") section of the policy which, depending on your state, may affect the time within which you may pursue your claim. This period may have been extended by statute or case law.

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

Ordinance: 6725

File Number: 2024-1790

ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS (AMENDMENT):

AN ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS AND §39.11 DAMAGE CLAIMS OTHER THAN WATER AND WASTEWATER DAMAGE CLAIMS OF THE FAYETTEVILLE CODE TO INCREASE THE AMOUNT OF COMPENSATION THAT THE CITY COUNCIL CAN AWARD

WHEREAS, the City of Fayetteville is authorized to pay reasonable claims of citizens damaged by water and sewer infrastructure problems and uninsured city vehicles, equipment, infrastructure and personnel even though statutory sovereign immunity protects our taxpayers for such unintentional, actions even if negligent; and

WHEREAS, a dozen years have passed since these code sections were enacted by the City Council and recent inflationary pressures necessitate an increase in the City Council's authority to grant reasonable compensation for appropriate claims.

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 and § 39.11 of the *Fayetteville Code* to increase the City Council's authority to grant reasonable compensation to citizens whose property have been damaged by City infrastructure or personnel by repealing the current § 39.10 and § 39.11 and by enacting new § 39.10 and § 39.11 as shown on Exhibit A attached to this ordinance to more properly compensate a person whose property has been damaged.

PASSED and APPROVED on March 19, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

This publication was paid for by the City Clerk-Treasurer of the City of Fayetteville, Arkansas. Amount Paid: $ 136.80

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-495

MEETING OF APRIL 21, 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 (CCR) TO PROHIBIT DETENTION AND RETENTION PONDS ON CCR ZONING DISTRICT FROM SERVING ANY USES EXCEPT FOR USE UNIT ONE'S PERMITTED USES

WHEREAS, drainage detention/retention ponds should only been permitted in a CCR zoning district if they serve a permitted use in Use Unit 1.

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) by enacting a new § 161.38 (D)(3) as follows:

"(D)(3) Detention/Retention ponds are permitted in a CCR zoning district only if they are serving a permitted use in Use Unit 1."

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
2026-884

MEETING OF APRIL 21, 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 FARMERS 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.

(3) Exhibition Spaces. A minimum of 28 feet on either side of all four (4) closed streets shall be set aside, integrated and managed by the Rural Mountain Producer Exchange management as exhibition space for nonprofit charitable corporations and free speech entities including issue campaigns and candidates. The Exchange management shall make available an online form for the reservation of exhibition space on a first-come, first-served basis. No vehicles may be parked within exhibit spaces. Unclaimed exhibition space shall be managed by the Rural Mountain Producers Exchange management and may be used by store owners for sidewalk sales, as temporary seating or by market vendors.

(4) Prepared Food Vendors. Vendors serving prepared food for consumption at the Farmers' Market shall not be located directly in front of any restaurant storefront without the written permission of the

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

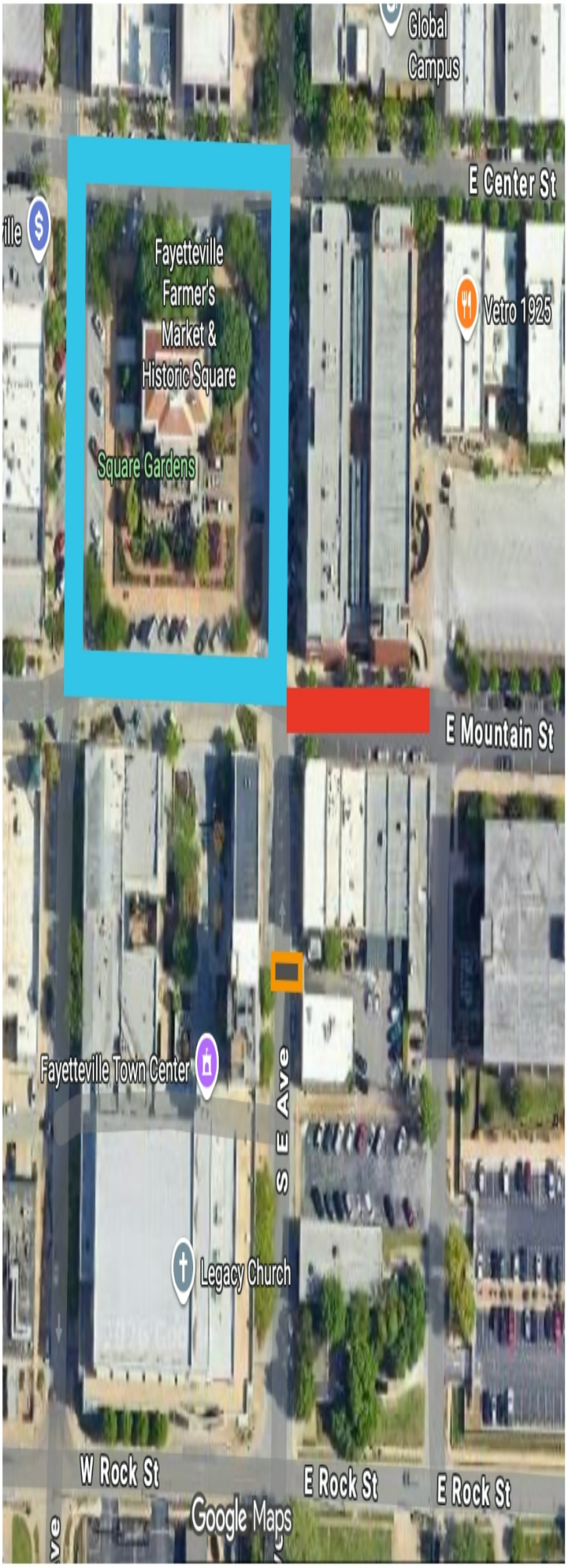
shall include year-to-year changes in gross revenues and expenditures and the portion of revenue that is used for administrative overhead, and not actual sales numbers. It shall also provide this same information relative to its operation on any other city property such as the Botanical Gardens at the 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

(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. 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 sides 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.

(3) Exhibition Spaces. A minimum of 28 feet on either side of all four (4) closed streets shall be set aside, integrated and managed by the Rural Mountain Producer Exchange management as exhibition space for nonprofit charitable corporations and free speech entities including issue campaigns and candidates. The Exchange management shall make available an online form for the reservation of exhibition space on a first-come, first-served basis. No vehicles may be parked within exhibit spaces. Unclaimed exhibition space shall be managed by the Rural Mountain Producers Exchange management and may be used by store owners for sidewalk sales, as temporary seating or by market vendors.

(4) Prepared Food Vendors. Vendors serving prepared food for consumption at the Farmers' Market shall not be located directly in front of any restaurant storefront without the written permission of the

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 the last two Saturdays in March until 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, 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.

(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)

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1067

MEETING OF APRIL 21, 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: **APPEAL: PPL-2025-0005: Preliminary Plat (SOUTH OF W. LIERLY LN AND N. VELMA DR/LIELY LANE SUBDIVISION/244 & 283): Submitted by CRAFTON TULL for property located SOUTH OF W. LIERLY LN. AND N. VELMA DR. in WARD 4. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 19.92 acres. The request is for the preliminary plat of 82 residential lots and two unbuildable lots.**

RECOMMENDATION:
City Staff and Planning Commission recommend approval of the large-scale development request as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located in northwest Fayetteville on the south side of W. Lierly Ln., abutting W. Violet St. and W. Berseis Dr., and approximately 1,300 feet west of N. Rupple Rd. The property currently contains two undeveloped parcels totaling 19.92 acres. These parcels were annexed and then subsequently rezoned to NC, Neighborhood Conservation (ANX-2025-0001 and RZN-2025-0032) in late 2025. The property is partially encumbered by hydric soils.

Request: The applicant proposes a subdivision with 82 residential lots and two unbuildable lots. One variance from the Unified Development Code has been requested which is described in the report alongside staff's recommendations. A second variance was initially requested but determined to be no longer required.

Public Comment: Prior to Planning Commission, staff received four public comments in opposition to the request, citing safety concerns, potential for increased traffic, loss of a natural area, drainage, and the potential addition of small homes in the neighborhood. One neighbor expressed specific concerns about a street stub-out shown to abut their property and potential impacts on their land.

*Findings: S*taff finds the proposed preliminary plat is not likely to adversely affect the public interest and complies with the standards outlined in the Unified Development Code. The proposed subdivision includes 84 buildable lots over 20.08 acres, or a density of approximately 4.18 units per acre where 10 units per acre are permitted by right. The proposed lots are similar in size to the surrounding neighborhoods and generally comply with underlying zoning regulations. It is unclear if two lots in the southern portion of the parcel comply with minimum lot width requirements after the site plan was adjusted to align with recommended conditions of approval by staff; however, the property appears to have sufficient space to make adjustments and compliance

with zoning will be fully review prior to the issuance of grading permits.

One variance has been requested to block length standards due to the existing build-out of residential lots along the southern portion of the property with a lack of abutting street stub-outs. Staff finds this variance to be relatively minor and that a future connection in these areas is likely infeasible given the existing residential structures. Staff recommends approval of the requested variance for the reasons further outlined in the report.

Street improvements, including sidewalk construction and curb widening, is proposed along S. Lierly Lane, and internal streets are proposed to be constructed according to master street plan standards. The subdivision would include three street connections to the external street system (Lierly Lane to the north, Berseis Dr. to the west, and W. Violet St. to the east). While written and verbal public comment at the meeting largely focused on impacts on the surrounding street system and potential safety concerns of the resulting increase in vehicular traffic, Engineering staff determined that the anticipated impact of the development is not sufficient to warrant a traffic study.

DISCUSSION:
At the March 9, 2026 Planning Commission meeting, the Planning Commission voted 7-0-2 to approve the plans. Commissioner Gulley motioned to approve with a second from Commissioner Werner. Commissioners Cabe and McGetrick recused. Engineering staff clarified the city's drainage requirements and when staff would evaluate those standards, as well as when a traffic study would be triggered. Commissioners voting in favor of the development cited the city's drainage criteria, proposed street improvements, and further reviews to be completed by city staff.

Five members of the public spoke at the meeting, all in opposition. Comments generally cited concerns with traffic, pedestrian safety, loss of mature tree canopy and wildlife habitat, drainage, existing wet conditions on site, the location of proposed street stub-outs, density, and infrastructure capacity.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2026-1067

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER TERESA TURK AND DENY PRELIMINARY PLAT APPLICATION PPL-2025-0005

WHEREAS, the Fayetteville Planning Commission voted to approve Preliminary Plat application PPL-2025-0005 on March 9, 2026; and

WHEREAS, City Council Member Teresa Turk timely appealed this approval by her email to City Clerk Kara Paxton on March 20, 2026.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that Preliminary Plat application PPL-2025-0005 submitted by Crafton Tull for the property located south of West Lierly Lane is denied.

Wonsower, Donna

From: CityClerk
Sent: Friday, March 20, 2026 8:25 AM
To: Turk, Teresa
Cc: Pennington, Blake; Hungate, Hannah; Masters, Jessica; Wonsower, Donna
Subject: RE: Appeal of Preliminary Plat (PPL-2025-0005)

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning, Ms. Turk,
Thank you for your email!

I copied Jessie and Donna in Planning to make them aware of your message. Our office will wait further instructions from the City Attorney's office.

Thank you,

Jonathan Ramirez

From: Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Sent: Friday, March 20, 2026 8:08 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: Fwd: Appeal of Preliminary Plat (PPL-2025-0005)

Good morning City Clerk's office,
I would like to sponsor the appeal of the Planning Commissions approval of PPL-2025-0005 for resident Krista Hinson.

Please let me know if additional correspondence or documentation is required.

Thank you very much,
Teresa Turk
Sent from my iPhone

Begin forwarded message:

> **From:** Krista Hinson <thekristahinson@gmail.com>
> **Date:** March 20, 2026 at 7:45:32 AM CDT
> **To:** "Turk, Teresa" <teresa.turk@fayetteville-ar.gov>
> **Subject: Appeal of Preliminary Plat (PPL-2025-0005)**

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.

Thank you!

Wonsower, Donna

From: Krista Hinson <thekristahinson@gmail.com>
Sent: Friday, March 6, 2026 3:47 PM
To: Bland, Justin
Cc: Wonsower, Donna; Planning Shared; Turk, Teresa; Jones, Monique; Tina Beyer; bill@teamakergroup.com; Eric Hinson; LaurenECalhoun@gmail.com; kait.snelson@hotmail.com; dahlbecky@gmail.com; audreybcastro@gmail.com; kathy257@hotmail.com; Mohr.brittney@gmail.com; deesta91@hotmail.com
Subject: Technical & Safety Concerns: Lierly Lane Subdivision (PPL-2025-0005)

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.

Dear Mr. Bland and Ms. Wonsower,

I am writing to you today alongside several of my neighbors on N. Whistle Post Drive. We are all deeply concerned about the proposed Lierly Lane Subdivision (PPL-2025-0005).

Our street is a tight-knit community with **25 children** who play outside daily. After reviewing the Planning Commission Memo for the March 9th meeting, we have several urgent questions:

* **Traffic Safety:** The memo classifies internal streets as "Residential Links" but does not mention a **Traffic Impact Study**. Given that the W. Rupple Drive connection will funnel traffic from 82 new homes through our children's primary play area, has a safety audit been conducted to protect these 25 kids?

* **Zoning & Trees:** The property is zoned **NC – Neighborhood Conservation**. However, the report shows the developer is preserving only **6.3% of the canopy**, which is significantly below the **20% requirement** for this zone. How does this "conserve" our neighborhood character? Right now we look to the west and see a beautiful horizon of trees where deer are often spotted. We know that new housing is needed but at the cost of all of those trees and habitat?

* **Drainage & Wetlands:** The report identifies **hydric soils** and **three wetland areas** (WET-1, WET-2, WET-3) totaling nearly 0.5 acres. As the southern basin is set to tie into the sewer main on our street, we are very concerned about **increased flooding** risks to our existing backyards.

I'm **attaching some maps** showing traffic routes, homes with children/grandchildren that daily play in our neighborhood and wetland areas.

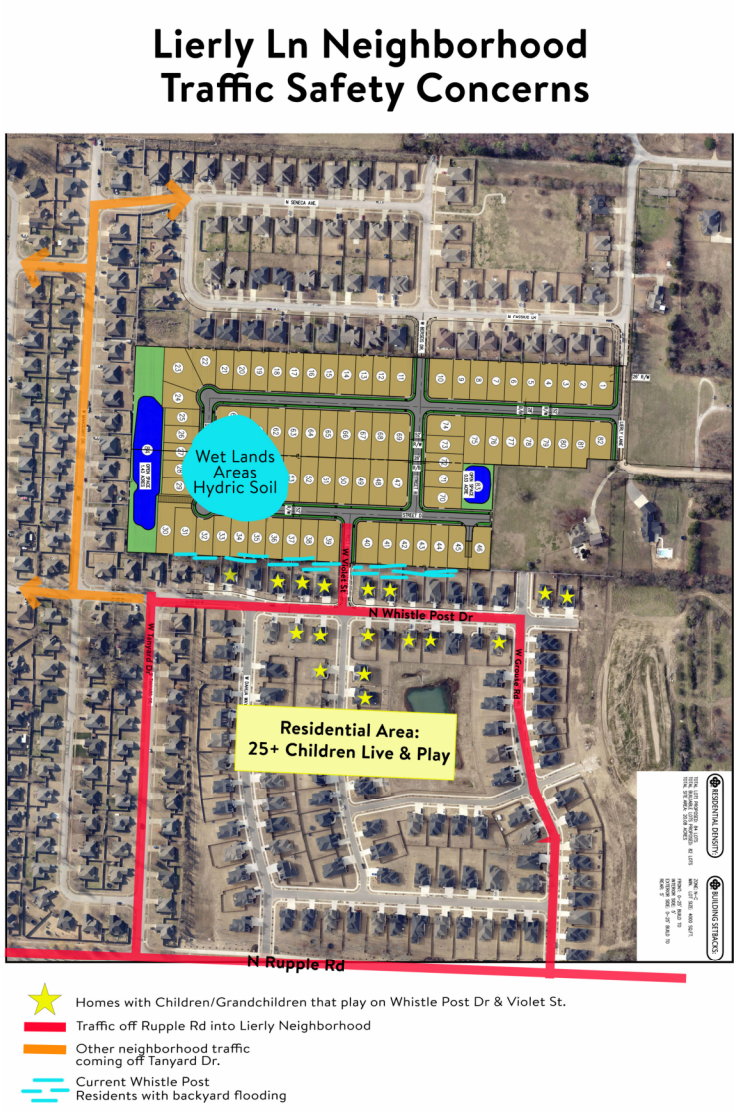
We request that these safety and environmental gaps be addressed before this project moves forward.

Sincerely,

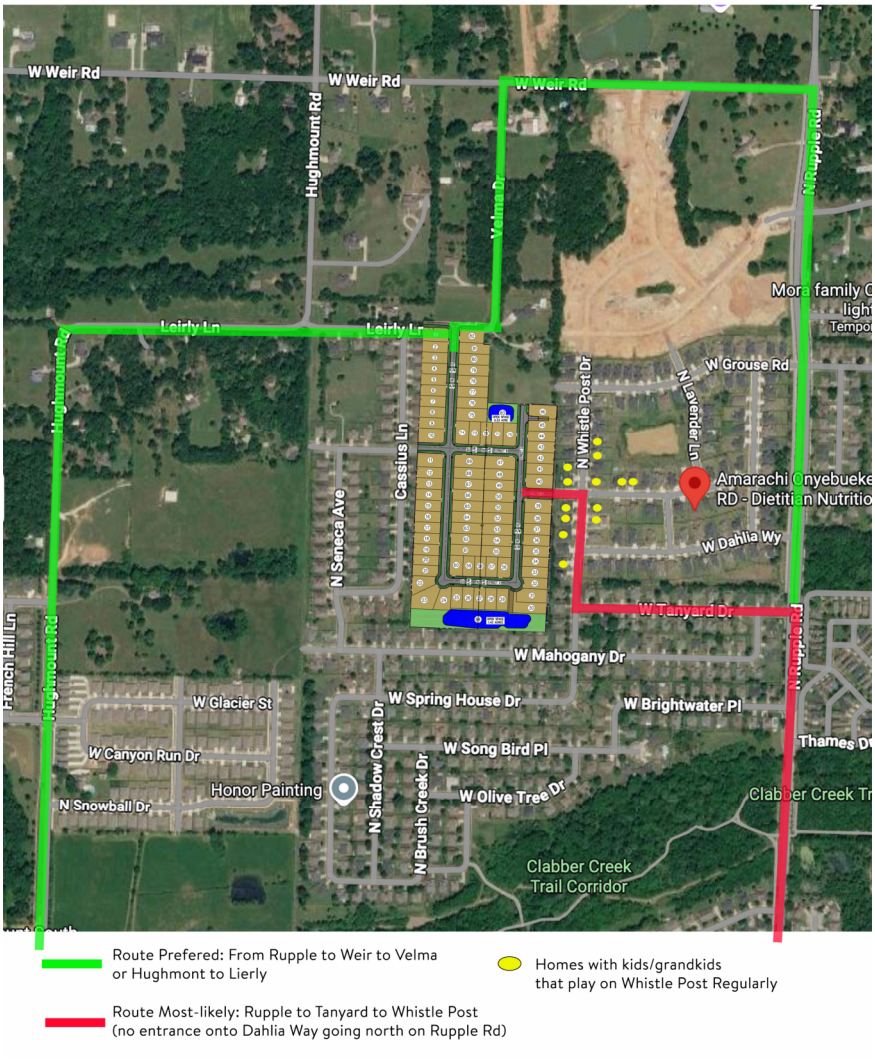
Krista Hinson & Tina Beyer

2843 N. Whistle Post Dr. & 2855 N Whistle Post Dr.

(On behalf of the Whistle Post Drive Families)



Unstudied Traffic Influx: Conflict with Pedestrian Safety.

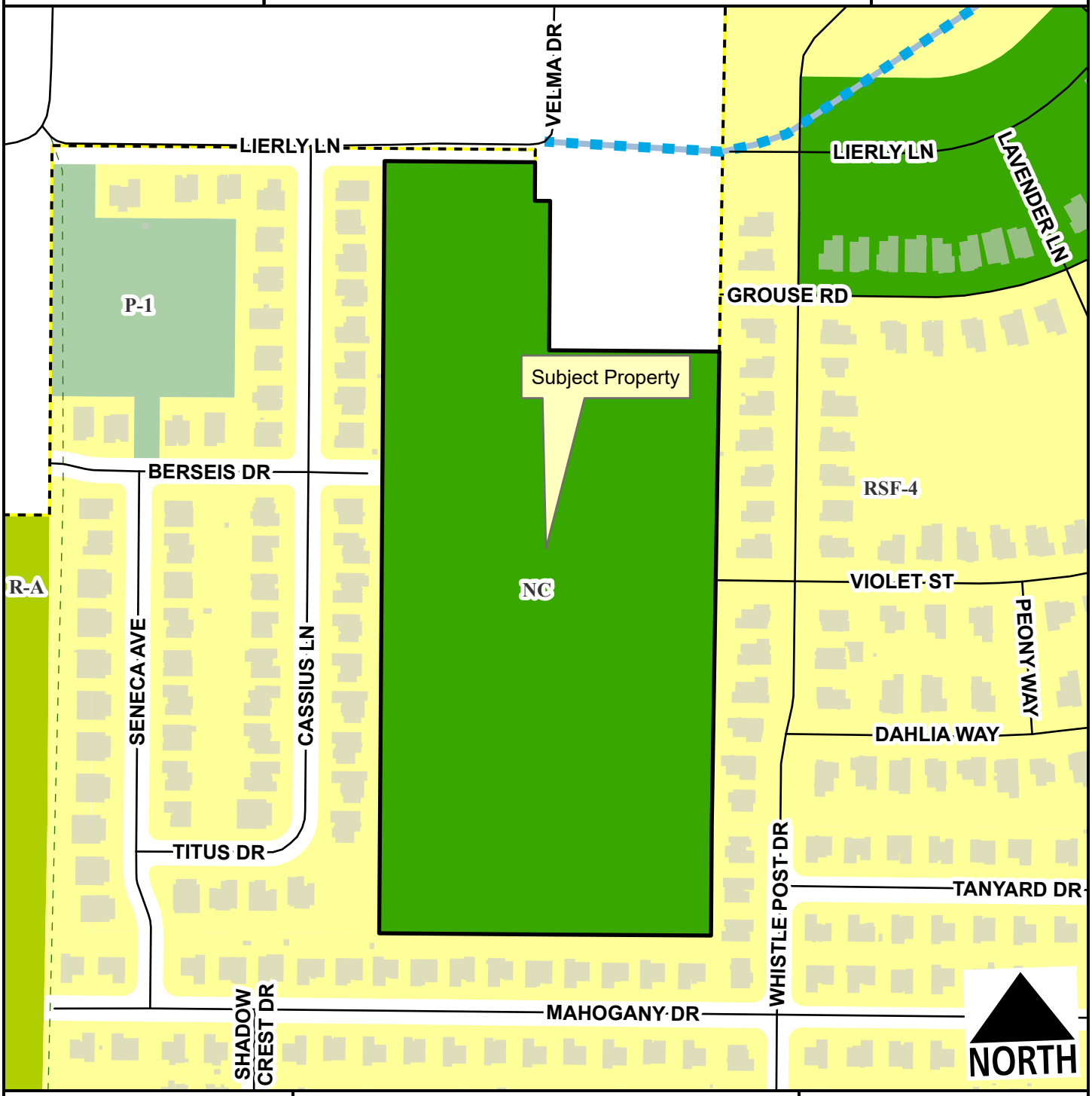


ADM-2026-0011

Close Up View

SOUTH OF W. LIERLY LN & N. VELMA DR

ADM-2026-0011
Exhibit 'A'



Unclassified
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 105 210 420 630 840

1:3,400

ADM-2026-0011
EXHIBIT B
(Legal Description)

Parcel 001-16788-000

A part of the Southwest Quarter (SW 1/ 4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 651.0 feet from the Northwest corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4) and running, thence N 89°59'40" E 325.5 feet; thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning. Containing 11.51 acres, more or less.

AND

Parcel 001-16811-001

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 976.5 feet from the Northwest corner of said Southwest Quarter (SW 1/ 4) Northeast Quarter (NE 1/ 4) and running thence N 89°59'40" E 325.5 feet to the Northeast corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4); thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning, containing 11.5 acres, more or less.

LESS AND EXCEPT

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter and a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 31 and running thence S 89°59'40" W 367.08 feet; thence S 01°01'05" E 100.00 feet; thence N 89°59'40" E 30.00 feet; thence S 00°01'05" E 292.47 feet; thence N 89°59'41" E 333.63 feet; thence N 00°29'04" E 392.49 feet to the point of beginning, containing 3.09 acres, more or less.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner
Justin Bland, City Engineer
Willa Thomason, Urban Forester

MEETING: March 9, 2026 (UPDATED WITH MEETING RESULTS)

SUBJECT: **PPL-2025-0005: Preliminary Plat (SOUTH OF W. LIERLY LN AND N. VELMA DR/LIERLY LANE SUBDIVISION/244 & 283):** Submitted by CRAFTON TULL for property located SOUTH OF W. LIERLY LN. AND N. VELMA DR. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 19.92 acres. The request is for the preliminary plat of 82 residential lots and two unbuildable lots.

RECOMMENDATION:
Staff recommends approval of **PPL-2025-0005** with conditions.

RECOMMENDED MOTION:
*"I move to approve **PPL-2025-0005**, recommending:*

- *In favor of recommended right-of-way dedication,*
- *In favor of recommended street improvements,*
- ~~*In favor of a variance to UDC §166.08(D)(1) Extensions,*~~
- *In favor of a variance to UDC §166.08(E)(1)(c) Block Length, and*
- *In favor of all other conditions as outlined by staff."*

BACKGROUND:
The subject property is located in far west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet St. and W. Berseis Dr. The property currently contains two undeveloped parcels totaling 19.92 acres. These parcels were annexed and then subsequently rezoned to NC, Neighborhood Conservation (ANX-2025-0001 and RZN-2025-0032) in late 2025.The property is partially encumbered by hydric soils. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Rural Residential	Washington County
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre

Proposal: The applicant proposes a subdivision with 82 residential lots and two unbuildable lots. One variance from the Unified Development Code has been requested which is described

below alongside staff's recommendations. A second variance was initially requested but determined to be no longer required.

Variance: UDC §166.25(E)(1)(c): Block Length. Residential Link and Downtown/Urban Street. Intersections shall occur at a minimum of one (1) every 660 feet. The applicant is requesting approval for an approximately 1,500 long block length where code would permit a maximum of 660 linear feet.

- *Staff recommendation: Staff is supportive of this request. The block length along the exterior of Streets A, C and D is approximately 1,500 feet between street intersections. The interior block length is approximately 600 linear feet; however no street stub outs are proposed to the south or west that would break up the block length along lots 11 through 39. However, similar to the above variance request, staff finds that as the adjacent neighborhoods have been fully constructed with residential dwellings, any street stub outs would be unlikely to connect in the future. Additionally, the proposed knuckle alignment is a result of recommendations by city staff to address future maintenance issues that could result from dead end streets with no curb and gutter to contain stormwater flow. Staff recommends no added conditions.*

Right-of-Way to be Dedicated: The subject property has frontage along W. Lierly Lane., a residential link. Staff recommends right-of-way dedication of 26 feet from centerline in line with typical master street plan requirements. Internal streets are proposed as residential links, and staff recommends a total of 52 feet of right-of-way dedication for these streets in line with master street plan standards.

Street Improvements: Staff recommends street improvements along the property's frontage as described below.

Lierly Lane: Lierly Lane is currently a partially improved Residential Link Street. Staff recommends that the pavement be widened to 20 feet of paved width with curb and gutter, 6-foot-wide green space, six-foot wide sidewalk, street trees, and streetlights across the length of the property frontage in line with typical master street plan requirements.

Internal Streets A through E: Internal streets are proposed as Residential Link streets with 52-feet of right-of-way. Staff recommends 27-foot-wide pavement, six-foot-wide greenspace, and six-foot-wide sidewalk in line with typical master street plan requirements. Streetlights and street trees are also recommended.

Block Length/Connectivity: The proposed plans include entirely public streets. A variance has been requested to block length standards as discussed above.

Water and Sewer System: The applicant is proposing to install new 8" water mains throughout the subdivision to provide domestic water service and fire hydrants. The project connects to an existing 8" waterline on W. Berseis Dr. on the west side, to an existing 8" waterline on W. Violet St. on the east side and to an existing 8" water line on W. Lierly Lane on the north side. The applicant is proposing to install new 8" sewer mains within the subdivision to provide sanitary sewer service to each lot. This on-site sanitary sewer system is split into two sub-basins. The northern basin will drain to the east to an existing 8" sewer main along W. Violet St. The remaining on-site sewer will drain to the southeast, across a private lot that has an existing dedicated utility easement and tie to an existing 8" sewer main along N. Whistle Post Dr.

Tree Preservation:
Canopy minimum requirement: 20%
Existing canopy: 16.7%
Preserved canopy: 6.3%
Mitigation required: 246 two-inch caliper trees

Parks: The Parks and Recreation Advisory Board (PRAB) reviewed this proposal at a meeting held on November 3, 2025. The Parks and Recreation Advisory Board recommended fee-in-lieu for this development in the amount of $88,209 based on the number of proposed single-family residential lots (81). The final amount of park fees required will be determined and due at the time of final plat.

Public Comment: To date, staff has received public comment from four adjacent property owners in opposition to the request, citing safety concerns, potential for increased traffic, loss of a natural area, drainage, and the potential addition of small homes in the neighborhood. One neighbor expressed specific concerns about a street stub-out shown to abut their property and potential impacts on their land.

RECOMMENDATION: Staff recommends approval of **PPL-2025-0005** with the following conditions:

Conditions of Approval:

1. **Planning Commission determination of right-of-way dedication.** *Staff recommends right-of-way dedication as follows:*
    a. *Lierly Lane: 26 feet of right-of-way dedication from centerline*
    b. *Internal Streets: 52 feet of right-of-way dedication in line with master street plan requirements*

2. **Planning Commission determination of street improvements.** *Staff recommends street improvements as follows:*
    a. *Lierly Lane: Street widening to 20 feet of paved width with curb and gutter, 6-foot-wide green space, and six-foot wide sidewalk across the length of the property frontage in line with typical master street plan requirements.*
    b. *Internal Streets: Six-foot sidewalks six-foot greenspaces, curb and gutter, 27-feet of pavement width in line with master street plan requirements for a residential link*
    c. *Street trees and streetlights for all streets*

3. **Planning Commission determination of a variance to UDC §166.08(D)(1): Extensions.** *Staff is supportive of this variance request for the reasons outlined above with the following condition.*
    a. *Knuckles shall be installed along the southern ends of streets A and D substantially as shown on the site plan.*

4. **Planning Commission determination of a variance to UDC §166.08(E)(1)(c): Block Length.** *Staff is supportive of this variance request for the reasons outlined above with no added conditions.*

5. Fee-in-lieu of parkland dedication of $88,209 for 81 single-family residential lots, with the final amount determined and due at the time of final plat;

6. Conditions of approval from Engineering and Urban Forestry are included in the official conditions of approval, attached hereto:

7. Address remaining planning comments:
    a. Clarify lot widths for lots 22-24 and 30-32 to verify compliance with zoning standards. Include curve table with revision.
    b. Clearly show start and end points of each curve and provide curve table.

Standard Conditions of Approval:

8. All existing overhead utility lines 12kV and under shall be relocated underground. All proposed utilities shall be located underground;

9. Sidewalk along all commonly owned lots (detention ponds, etc.) shall be constructed prior to final plat. All other sidewalks shall be constructed or guaranteed prior to final plat;

10. All street names shall be approved by the 911 Coordinator and indicated on the final plat. All streets require naming for final addresses. Contact the addressing office at (479) 575-8380 for more details;

11. All lots shall be labeled with addresses as approved by the 911 Coordinator on the final plat;

12. A floodplain development permit is required prior to construction for any grading or structures in the flood zone;

13. Plat Review comments (to include written staff comments provided to the applicant or his/her representative, and all comments from utility representative: Black Hills Energy, AT&T, Ozarks, SWEPCO, Cox Communication);

14. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements; and

15. Preliminary Plat approval shall be valid for one year.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **March 9, 2026** ❒ **Tabled** ☒ **Approved** ❒ **Denied**

Motion: GULLEY

Second: WERNER

"I move to approve PPL-2025-0005, recommending:
• In favor of recommended right-of-way dedication,
• In favor of recommended street improvements,
• In favor of a variance to UDC §166.08(E)(1)(c) Block Length, and
• In favor of all other conditions as outlined by staff."

Vote: 7-0-2 (CABE AND MCGETRICK RECUSED)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
- Staff Memos
  - Engineering Comments
  - Urban Forestry Comments
- Request Letter
- Variance Request Letter
- Preliminary Plat

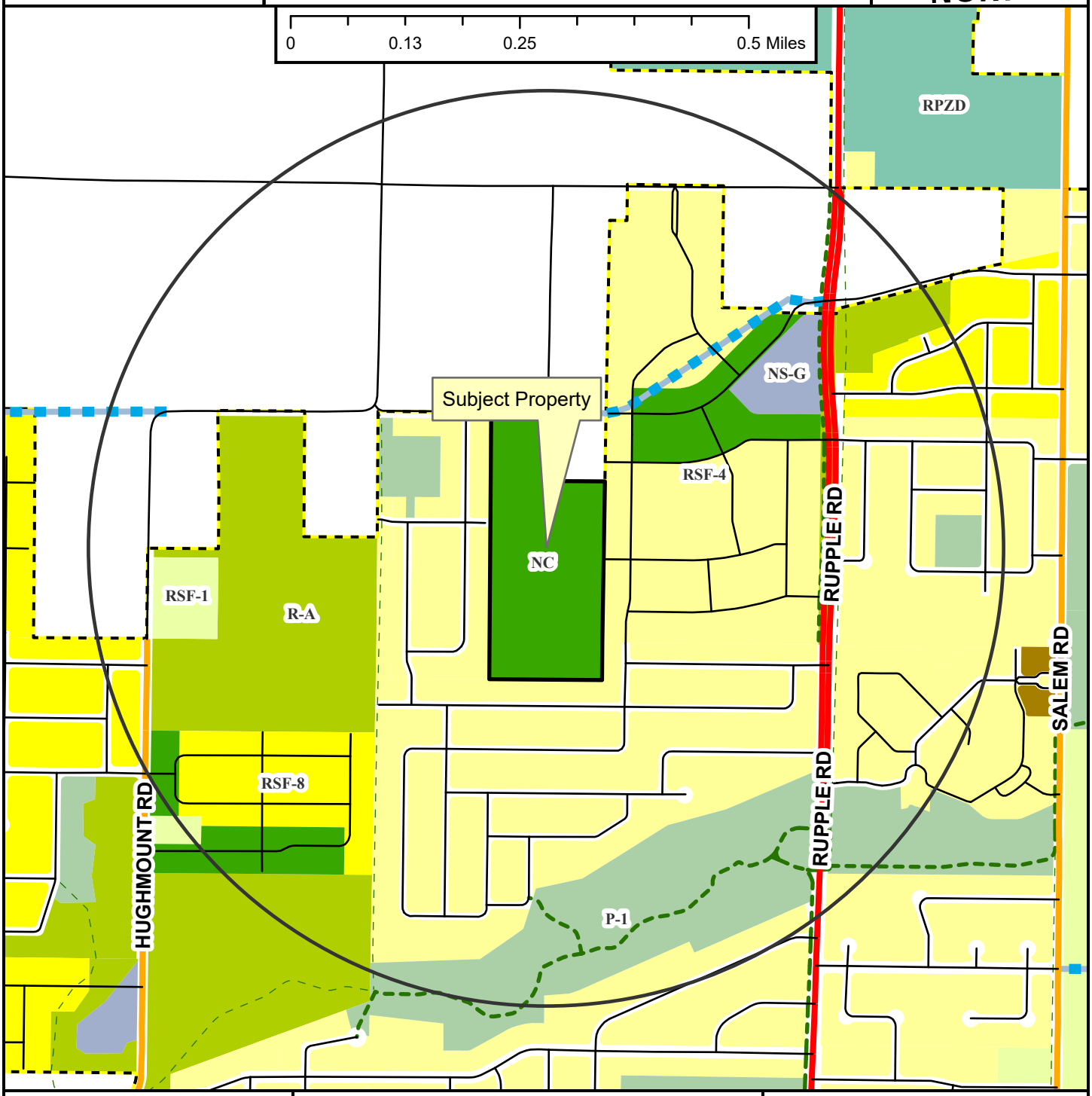
Public Comment

PPL-2025-0005

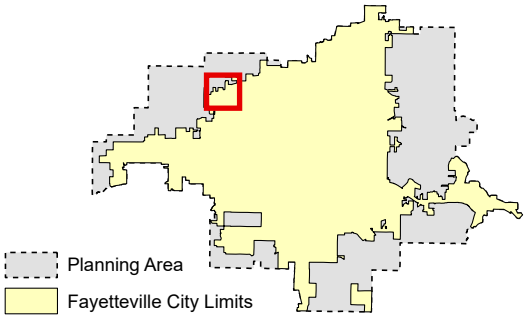
One Mile View

SOUTH OF W. LIERLY LN & N. VELMA DR

NORTH



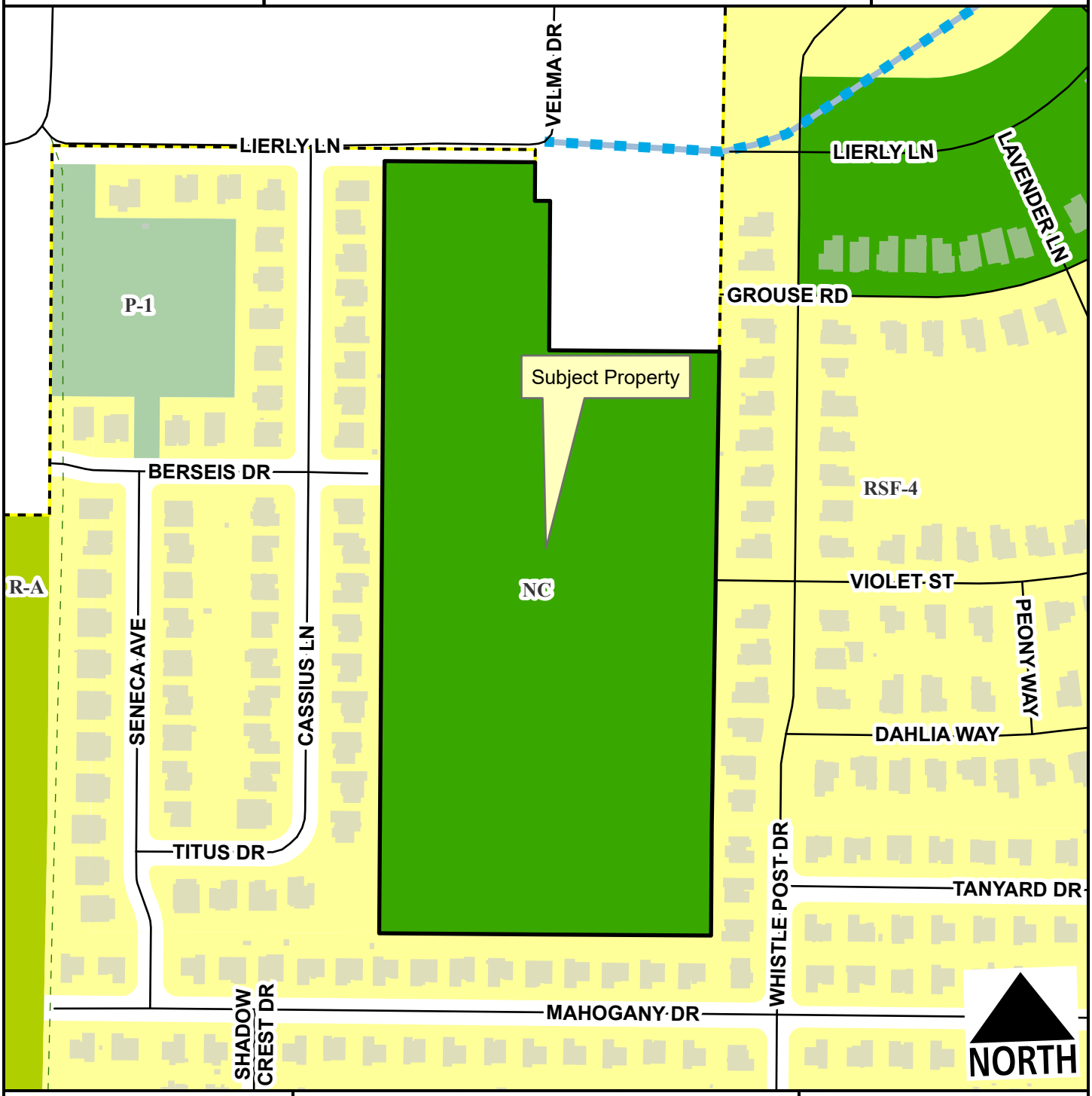
Regional Link
Neighborhood Link
Unclassified
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



PPL-2025-0005

Close Up View

SOUTH OF W. LIERLY LN & N. VELMA DR



Unclassified
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 105 210 420 630 840

1:3,400

PPL-2025-0005

Current Land Use

SOUTH OF W. LIERLY LN & N. VELMA DR

NORTH

- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Donna Wonsower, Senior Planner

FROM: Justin Bland, City Engineer

DATE: March 2, 2026

SUBJECT: **Planning Commission Engineering Comments for PPL-2025-0005**

Water: The applicant is proposing to install new 8" water mains throughout the subdivision to provide domestic water service and fire hydrants. The project connects to an existing 8" waterline on W. Berseis Dr. on the west side, to an existing 8" waterline on W. Violet St. on the east side and to an existing 8" water line on W. Lierly Lane on the north side.

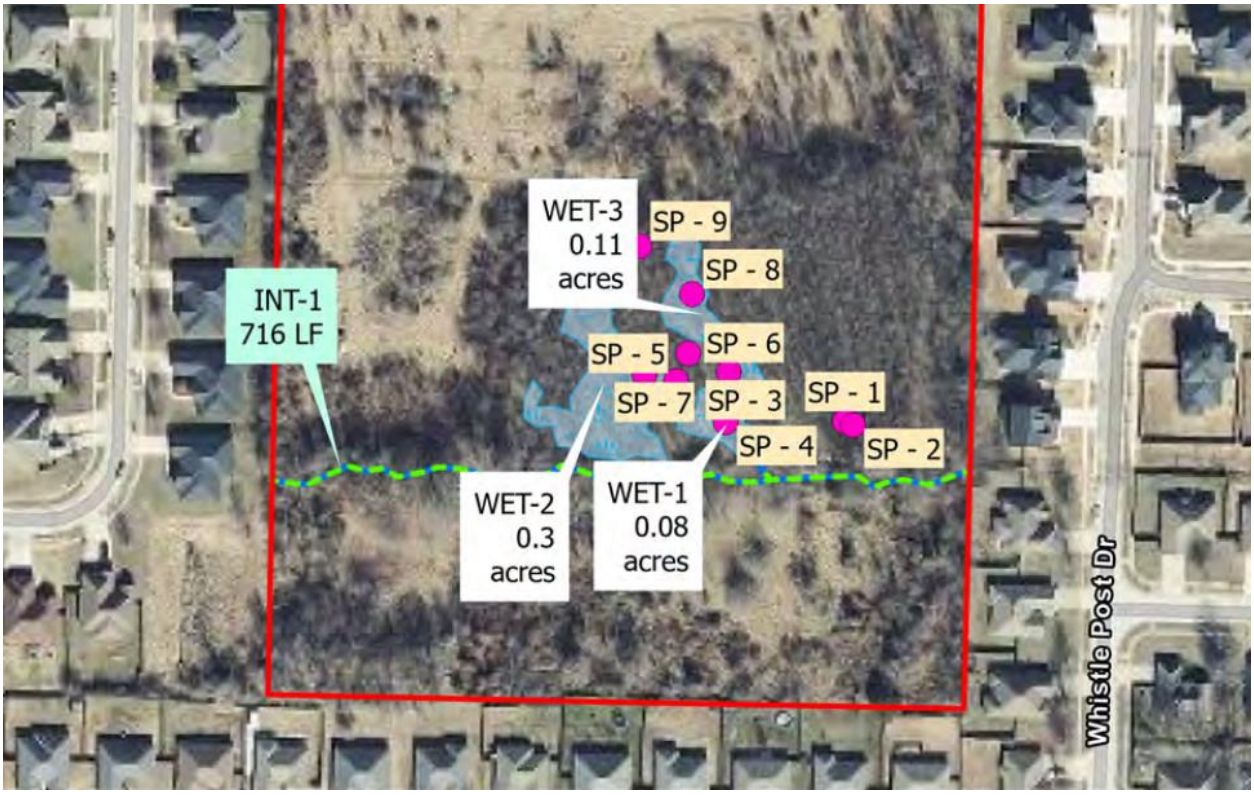
Sewer: The applicant is proposing to install new 8" sewer mains within the subdivision to provide sanitary sewer service to each lot. This on-site sanitary sewer system is split into two sub-basins. The northern basin will drain to the east to an existing 8" sewer main along W. Violet St. The remaining on-site sewer will drain to the southeast, across a private lot that has an existing dedicated utility easement and tie to an existing 8" sewer main along N. Whistle Post Dr.

Streets: The applicant is proposing to install public streets through out the subdivision based on the typical Residential Link cross section. This cross section includes a 28' wide street section, 6' sidewalks on both sides within a 52' right-of-way. In addition, there are proposed half-street improvements along W. Lierly Ln. to the Residential Link standard.

Drainage: This development is required to meet the four minimum criteria of Fayetteville's Drainage Criteria Manual. The applicant is proposing to meet water quality requirements with a couple methods including the use of a AquaSwirl hydrodynamic separator and a micro-pool in the southern detention basin. There are two stormwater detention basins proposed on the site to help address the remaining criteria. Channel protection is proposed to be met by sizing the pond outlet structures to detain and release the runoff from the 1-year, 24-hour storm over a period of 40 hours. Similarly, overbank flood protection and extreme flood protection requirements are proposed to be met by sizing the outlet structures so that peak flows post-development do not exceed pre-development peak flows. Detailed review of the drainage design will be done with grading permit review.

Natural Features: The applicant has provided a wetlands delineation study for this site. This shows that there are three areas in the southern portion of the site that qualify as stand-alone wetlands as shown below. However, since they are disconnected from a regulatory water way, they are not classified as jurisdictional and do not qualify for additional permitting per current requirements. The definition of jurisdictional wetlands has changed over the last several years. Approximately 10 years ago, this area would have likely qualified. However, more recent administrations have clarified the definition such that a direct connection to a regulated water way must be shown in

order to qualify. In this case, since the connection between this area and Clabber Creek is all concrete storm pipe, it does not qualify.



Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
3. All public sidewalks, curb ramps, curb & gutter, and driveway aprons along this project frontage must meet ADA guidelines and be free of damage. Any existing infrastructure that does not conform to ADA guidelines or is otherwise damaged must be removed and replaced to correct the issue. Coordinate with the engineering department for inspection of existing facilities to determine compliance.
4. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
5. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
    - Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
    - Sanitary Sewer pipe sizing, profiles, or utility conflicts
    - Waterline fittings, callouts, or utility conflicts
    - Street profiles
    - Fine grading/spot elevations

CITY OF FAYETTEVILLE ARKANSAS

URBAN FORESTRY
TREE PRESERVATION COMMENTS

To: Crafton Tull

From: Willa Thomason, Urban Forester

CC: Donna Wonsower, Senior Planner

Meeting Date: March 9, 2026

Subject: PPL-2025-0005: Lierly Lane Subdivision

1. Submittal Requirements	Yes	No	N/A
Initial Review with the Urban Forester	X		
Site Analysis Map Submitted (if justification is needed)	X		
Site Analysis Written Report Submitted (justification is needed)	X		
Complete Tree Preservation Plan Submitted	X		
Tree Mitigation Table on Plans	X		
Tree Preservation Wavier Submitted (only use if no trees onsite or near P/L)	X		

2. Tree Preservation Calculations

	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	506,225	100%
*Zoning Designation * Select Below with drop down arrow*		
NC-Neighborhood Conservation	101,245	20%
*HHOD * Select Below with Drop Down Arrow*		
No	0	0%
Total Canopy for Minimum Preservation Requirements	101,245	20.0%
Existing Tree Canopy * Minus Right of Way and Easements	84,774	16.7%
Tree Canopy Preserved	31,828	6.3%
Tree Canopy Removed *On Site	52,946	10.5%
Tree Canopy Removed *Off Site	732	
Tree Canopy Removed Total	53,678	10.6%
Removed Below Minimum	**69,417**	
Mitigation Requirements	**53,678**	

3. Mitigation Requirements	Canopy below requirement	Number of 2" caliper trees to be planted
High Priority	**53,678**	**246**
Low Priority		
Total Mitigation Trees Required		

4. Mitigation Type	Yes	No	N/A
On-Site Mitigation	X		
Off-Site Mitigation			X

	Tree Escrow (See Conditions of Approval)	**X**		

5.	**Tree Preservation Plan Checklist** *UDC Chapter 167.04H1and 167.04L1*	**Tech Plat**		**Planning Commission**
a.	5 year Aerial Check on Existing Trees	**Yes**		**Yes**
b.	Property Boundary	**Yes**		**Yes**
c.	Natural Features (100ft beyond limits of disturbance)	**Yes**		**Yes**
d.	Existing Topography and Proposed Grading	**Yes**		**Yes**
e.	Soil Types	**Yes**		**Yes**
f.	Significant Trees	**Yes**		**Yes**
g.	Groupings of Trees	**Yes**		**Yes**
h.	Table Inventory List (species, size, health, priority)	**Yes**		**Yes**
i.	All Existing and Proposed Utilities	**Yes**		**Yes**
j.	All Existing and Proposed Utility Easements and ROW's	**Yes**		**Yes**
k.	All Streams (with approximate center line)	**N/A**		**N/A**
l.	Floodplains and floodways	**N/A**		**N/A**
m.	Existing Street, Sidewalk or Bike Path ROW	**Yes**		**Yes**
n.	Submitted Site Analysis Report (if required)	**Yes**		**Yes**
o.	Shows ALL Proposed Site Improvements	**Yes**		**Yes**
p.	Delineates trees/canopy to be preserved and removed	**Yes**		**Yes**
q.	Tree Preservation Easement/s shown for LSD, LSIP and Commercial PPL projects	**N/A**		**N/A**
Tree Protection Methods				
a.	Tree Protection Fencing	**Yes**		**Yes**
b.	Limits of Root Pruning	**Yes**		**Yes**
c.	Traffic flow on work site	**Yes**		**Yes**
d.	Location of material storage	**Yes**		**Yes**
e.	Location of concrete wash out	**Yes**		**Yes**
f.	Location of construction entrance/exit	**Yes**		**Yes**

6.	**Site Analysis Report (if required)** *UDC Chapter 167.04H4*	**Yes**	**No**	**N/A**
a.	Provide graphic examples of multiple options used to minimize removal of existing canopy	**X**		
b.	Submitted Analysis Statement – Note the process, iterations, and approaches to preserve canopy.	**X**		

7.	**Review Status (See Comments)**	**Tech Plat**		**Planning Commission**
	Conditionally Approved			**2-23-26**

Approved **2-26-26**

Tabled **12-12-25**

Denied

Appeal Process: A final administrative determination by the Urban Forester may be appealed in accordance with Chapter 155 of the Unified Development Code.

Comments

1. Address items above marked “No” and all Redlines provided.

CITY OF FAYETTEVILLE ARKANSAS

URBAN FORESTRY
LANDSCAPE PLAN COMMENTS

To: Crafton Tull

From: Willa Thomason, Urban Forester

CC: Donna Wonsower, Senior Planner

Meeting Date: March 9, 2026

Subject: PPL-2025-0005: Lierly Lane Subdivision

1. General Landscape Plan Checklist	Yes	No	N/A
a. Irrigation (notes either automatic or hose bib 100' o.c.) *UDC Chapter 177.03C7g, 177.04B3a*	X		
b. Species of plant material identified *UDC Chapter 177.03C7d,e*	X		
c. Size of plant material (minimum size 2" caliper for trees and 3 gal. shrubs) *UDC Chapter 177.03C7b,c*	X		
d. Soil amendments notes include that soil is amended and sod removed *UDC Chapter 177.03C6b*	X		
e. Mulch notes indicate organic mulching around trees and within landscape beds *UDC Chapter 177.03C6c,d*	X		
f. LSD, LSIP, and Subdivisions (PPL & FPL) plans stamped by a licensed Landscape Architect, others by Landscape Designer *UDC Chapter 177.03B*	X		
g. Planting bed contained by edging *UDC Chapter 177.03C6f*			X
h. Planting details according to Fayetteville's Landscape Manual *UDC Chapter 177.03C6g*	X		
i. Provide information about 3-Year Maintenance plan. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. *UDC Chapter 177.05 A2g*	X		

2. Parking Lot Requirements 1 Tree : 12 Parking Spaces	Yes	No	N/A
a. Side and Rear Property Lines (5' Wide Landscape Area) *UDC Chapter 177D1*			X
b. Wheel Stops/Curbs *UDC Chapter 177.04B1*			
c. Narrow Tree Lawn (8' min. width, 37.5' length) *UDC Chapter 177.04C*			X

d.	Tree Island (8’ min. width, 18.7’ min length, 150 square feet) *UDC Chapter 177.04C*			**X**
e.	Placement of Trees (either side at entrances and exits) *UDC Chapter 177.04C2*			**X**
3.	**Perimeter Landscaping Requirements**	**Yes**	**No**	**N/A**
a.	Front Property Line (15’ wide landscape) and 5’ on sides and rear. *UDC Chapter 177.04D2a*	**X**		
b.	Shade trees planted on south and west sides of parking lots *UDC Chapter 177.04D2e*	**X**		
c.	Screening of parking lot from adjacent residential properties.	**X**		
4.	**Street Tree Planting Requirements**	**Yes**	**No**	**N/A**
a.	Residential Subdivisions 1 Large Shade Species Tree per Lot *UDC Chapter 177.05B1a*			**X**
b.	Non-Residential Subdivisions 1 Large Species Shade Tree every 30’ (planted in greenspace) *UDC Chapter 177.05B2a*	**X**		
c.	Urban Tree Well – Urban Streetscapes Trees every 30’ (8’ sidewalk) *UDC Chapter 177.05B3a-f*			**X**
d.	Structural Soil – Urban Tree Wells Include a note and/or detail of structural soil on Landscape Plan *UDC Chapter 177.05B3a-f*			**X**
e.	Residential Subdivisions Timing of planting indicated on plans *UDC Chapter 177.05A4*			**X**
f.	Residential Subdivisions Written description for method of tracking planting *UDC Chapter 177.05A4e*			**X**
5.	**Landscape Requirement Totals**	**Amount**		
	Mitigation Trees	**246 (107 provided via excess street and stormwater trees, 139 escrow)**		
	Parking Lot Trees	**N/A**		

Street Trees	**100 required, 135 provided**
Detention Pond – Large Trees (1 Tree/3,000 square feet)	**18**
Detention Pond – Small Tree/Large Shrub (4 small trees or large shrubs/3,000 square feet)	**73**
Detention Pond – Small Shrubs/Large Grasses (6 shrubs or grasses (1 gallon)/3,000 square feet)	**110**

6. Review Status (See Comments)	Tech Plat	Planning Commission
Conditionally Approved		**2-9-26**
Approved		**2-26-26**
Tabled	**12-12-25**	
Denied		

Appeal Process: A final administrative determination by the Urban Forester may be appealed in accordance with Chapter 155 of the Unified Development Code.

Comments

1. Address items above marked “No” and all Redlines provided.
2. All common area trees should be planted with this submittal, will be required prior to sign off of Final Plat.

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

December 3, 2025

City of Fayetteville
Attn: Planning Commission
113 West Mountain St
Fayetteville, AR 72701

Re: Leirly Lane Subdivision Preliminary Plat
CTA Job Number: 25302100

To whom it may concern,

This submittal is for the approval of the Preliminary Plat for Leirly Lane Subdivision. There will be eighty-one lots with streets and utilities. The property is zoned NC – Neighborhood Conservation. The development will be serviced by City of Fayetteville water and sanitary sewer, by extending mains from the existing subdivisions to the east and west. A sewer model has been run by RJN and determined that there is adequate capacity to serve the subdivision without upgrades. An environmental study was performed and no regulatory features appear to be onsite.

Should you have any additional questions, please feel free to contact us.

Sincerely,

Steven Haun

Steven Haun, EI
Crafton Tull

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

February 23, 2026

City of Fayetteville
Attn: Donna Wonsower & Planning Commission Chairman
113 W Mountain St
Fayetteville, AR 72701

Re: Technical Plat Review – PPL 2025-0005
Lierly Lane Subdivsion
Variance Request Letter
CT Job #: 25302100

Crafton Tull is seeking variances from the Fayetteville code of ordinances for Street Stubs and Block Lengths. Please see the two variance requests described below and resubmitted with PPL 2025-0005.

Street Extensions on the Southern end of Streets A & D:
Title XV – Unified Development Code
Chapter 166.08 (D)(1)

(1) Extensions. All street extensions shall be constructed to minimum street standards. Street extension stub-outs to adjacent properties are required to meet block layout/connectivity standards unless existing development or physical barriers prohibit such.

Per the UDC, streets A & D shall be extended to the southern property line as stub-outs for future connection. In doing so, the stub-outs would terminate at the backyard of existing single-family houses. Therefore, it is assumed that connection to said stub-outs likely will never be completed in the future.

Instead continuing streets A & D past street C, They will terminate at knuckles with street C to provide one continuous loop through the subdivision.

Block Length on Streets A & D:
Title XV – Unified Development Code
Chapter 166.08(E)(1)(c)

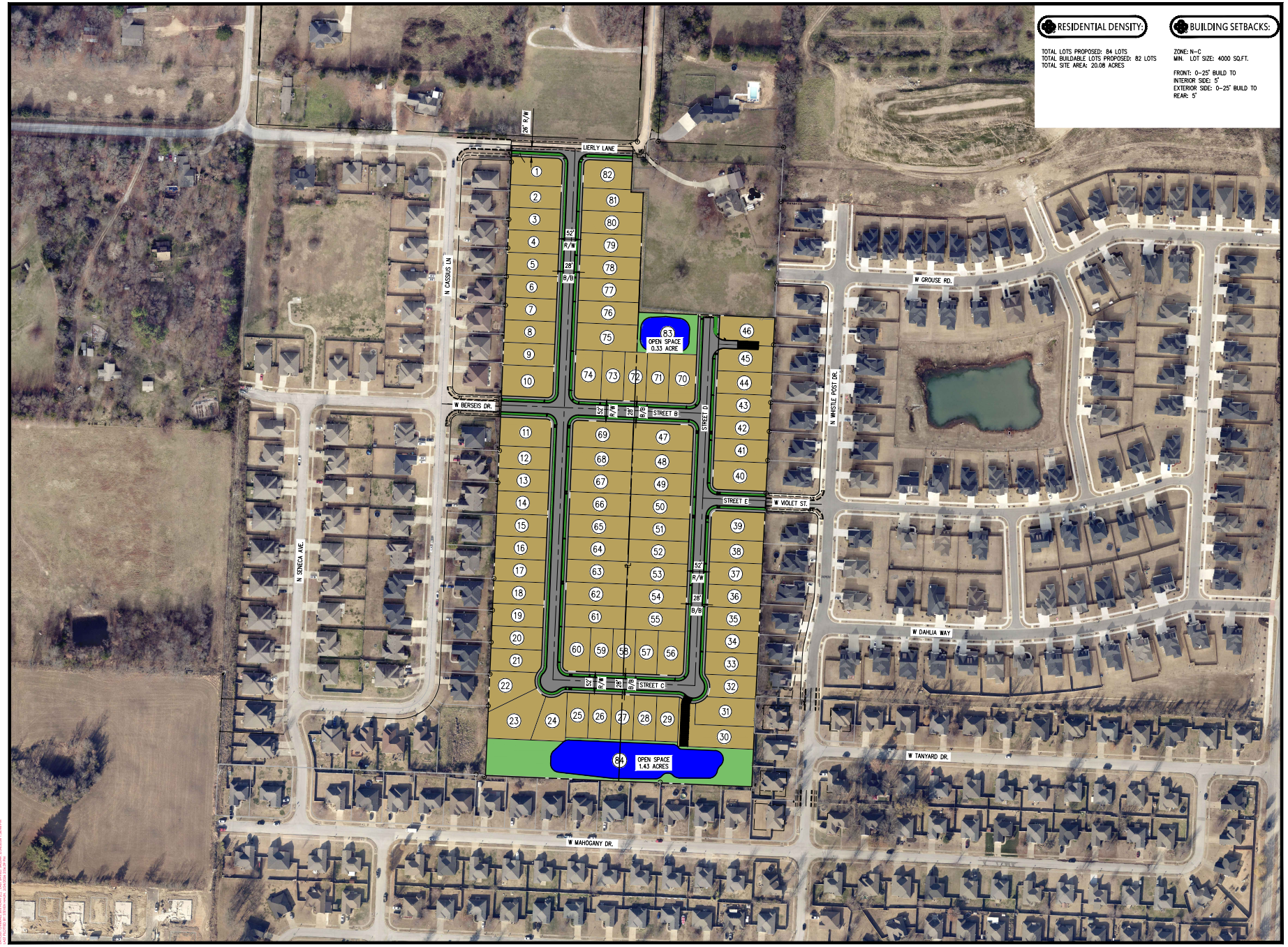
(c) Residential Link and Downtown/Urban Street. Intersections shall occur at a minimum of one (1) every 660 feet.

The block length measured starting at street B, running along the west side of street A, wrapping around the southern side of street C, and along the east side of street D exceeds the maximum block length (660 feet) for a residential link. To meet the maximum block length standard in this case, street C would need to extend east and west to the property lines as stub-outs. In doing so, those stub-outs would terminate at the backyard of existing single-family homes where it is unlikely to be connected to in the future.

Respectfully,

Steven Haun

Steven Haun, E.I.
Crafton Tull



300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull

CERTIFICATE OF AUTHORIZATION

Planning Commission
March 9, 2026

PPL-2025-0005 (LIERLY LANE SUBDIVISION)

Page 19 of 26

LIERLY LANE SUBDIVISION
FAYETTEVILLE, AR

Key Plan

No.	Description	Date

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 25302100
ISSUE DATE: 02/24/26
CONTACT: B. MURRAY
QC by:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION - PRELIMINARY PLAT SUBMITTAL - REVIEW SET - REVIEW SET - REVIEW SET

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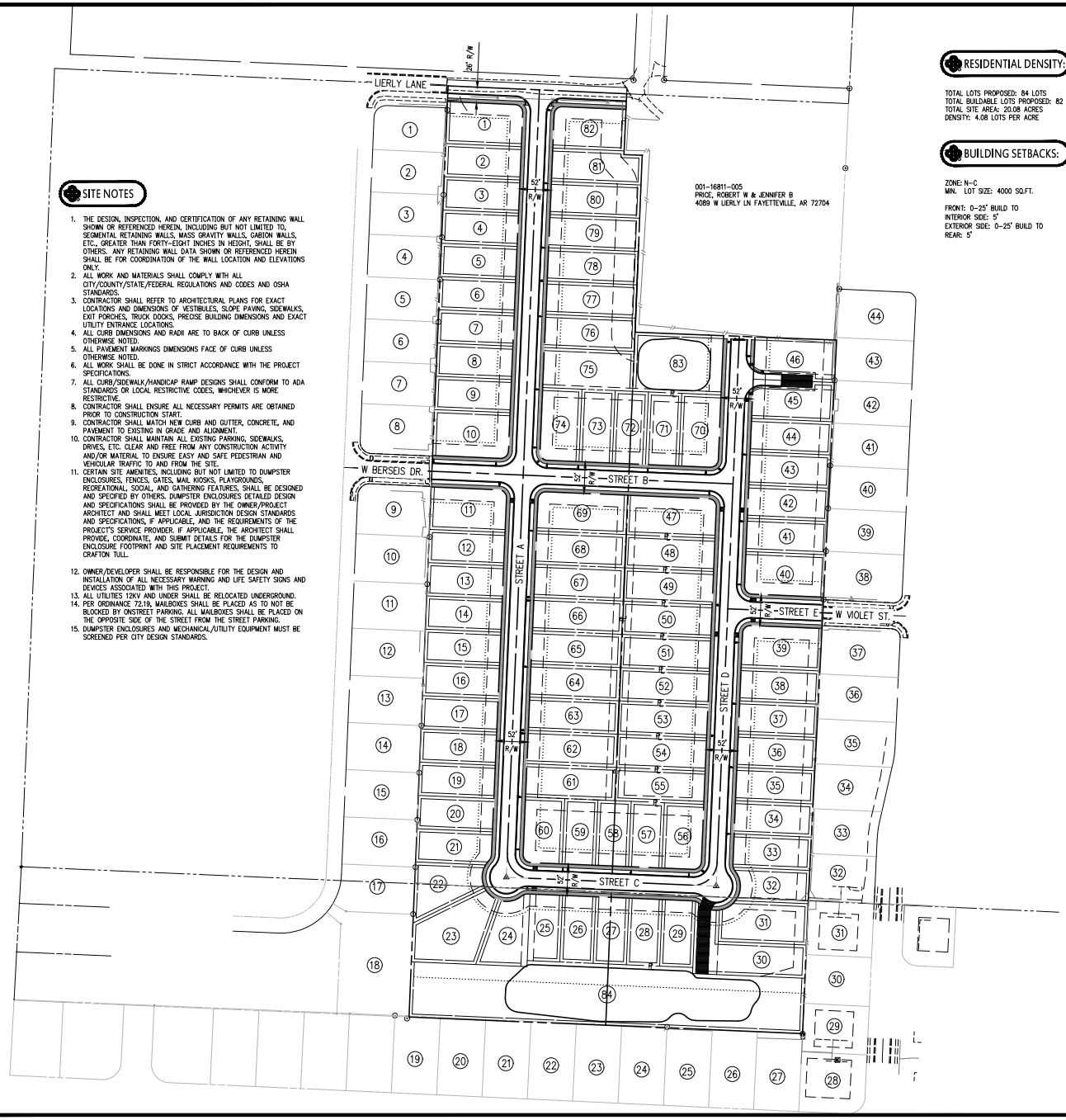
OVERALL SITE PLAN (C)

C-003



SITE NOTES

1. THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY OTHERS. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS ONLY.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY/STATE/FEDERAL REGULATIONS AND CODES AND OSHA STANDARDS.
3. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
4. ALL CURB DIMENSIONS AND RADII ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT MARKINGS DIMENSIONS FACE OF CURB UNLESS OTHERWISE NOTED.
6. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
7. ALL CURB/SIDEWALK/HANDICAP RAMP DESIGNS SHALL CONFORM TO ADA STANDARDS OR LOCAL RESTRICTIVE CODES, WHICHEVER IS MORE RESTRICTIVE.
8. CONTRACTOR SHALL ENSURE ALL NECESSARY PERMITS ARE OBTAINED PRIOR TO CONSTRUCTION START.
9. CONTRACTOR SHALL MATCH NEW CURB AND GUTTER, CONCRETE, AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
10. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
11. CERTAIN SITE AMENITIES, INCLUDING BUT NOT LIMITED TO DUMPSTER ENCLOSURES, FENCES, GATES, MAIL KIOSKS, PLAYGROUNDS, RECREATIONAL, SOCIAL, AND GATHERING FEATURES, SHALL BE DESIGNED AND SPECIFIED BY OTHERS. DUMPSTER ENCLOSURES DETAILED DESIGN AND SPECIFICATIONS SHALL BE PROVIDED BY THE OWNER/PROJECT ARCHITECT AND SHALL MEET LOCAL JURISDICTION DESIGN STANDARDS AND SPECIFICATIONS, IF APPLICABLE, AND THE REQUIREMENTS OF THE PROJECT'S SERVICE PROVIDER. IF APPLICABLE, THE ARCHITECT SHALL PROVIDE, COORDINATE, AND SUBMIT DETAILS FOR THE DUMPSTER ENCLOSURE FOOTPRINT AND SITE PLACEMENT REQUIREMENTS TO CRAFTON TULL.
12. OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL NECESSARY WARNING AND LIFE SAFETY SIGNS AND DEVICES ASSOCIATED WITH THIS PROJECT.
13. ALL UTILITIES 12KV AND UNDER SHALL BE RELOCATED UNDERGROUND.
14. PER ORDINANCE 72.19, MAILBOXES SHALL BE PLACED AS TO NOT BE BLOCKED BY ONSTREET PARKING. ALL MAILBOXES SHALL BE PLACED ON THE OPPOSITE SIDE OF THE STREET FROM THE STREET PARKING.
15. DUMPSTER ENCLOSURES AND MECHANICAL/UTILITY EQUIPMENT MUST BE SCREENED PER CITY DESIGN STANDARDS.

RESIDENTIAL DENSITY:

TOTAL LOTS PROPOSED: 84 LOTS
TOTAL BUILDABLE LOTS PROPOSED: 82 LOTS
TOTAL SITE AREA: 20.08 ACRES
DENSITY: 4.08 LOTS PER ACRE

BUILDING SETBACKS:

ZONE: N-C
MIN. LOT SIZE: 4000 SQ.FT.

FRONT: 0-25' BUILD TO
INTERIOR SIDE: 5'
EXTERIOR SIDE: 0-25' BUILD TO
REAR: 5'

LEGEND (EXISTING SYMBOLS)

SYMBOLS		LINEWORK
◆	BENCHMARK	EASEMENT
○	FOUND IRON PIPE/REBAR	CURB
☼LP	LIGHT POLE	RIGHT OF WAY
		ROAD CENTERLINE

LEGEND (CONSTRUCT)

SYMBOLS		LINEWORK
●	SET IRON PIN	EASEMENT
✱	LIGHT POLE	CURB
		BUILDING SET BACK
		BUILD TO ZONE
		RIGHT OF WAY
		PROPERTY LINE
		ROAD CENTERLINE

ADJACENT PROPERTY OWNERS

NUMBER	PROPERTY OWNER	ADDRESS	PARCEL NUMBER	ZONING
1	AUSTIN, BROOKE M	2988 N CASSIUS LN FAYETTEVILLE, AR 72704	765-27056-000	RSF-4
2	YOUNG, STEPHEN ANDREW	2976 N CASSIUS LN FAYETTEVILLE, AR 72704	765-27057-000	RSF-4
3	MYERS, WILLIAM THOMAS & SUSAN LYNETTE	2964 N CASSIUS LN FAYETTEVILLE, AR 72704	765-27058-000	RSF-4
4	FAUCETTE, GEORGE C JR REVOCABLE TRUST; FAUCETTE, ROSEMARY REVOCABLE TRUST	1523 E ELMWOOD DR FAYETTEVILLE, AR 72703	765-27059-000	RSF-4
5	FAUCETTE, GEORGE JR REVOCABLE TRUST	3593 N COLLEGE AVE FAYETTEVILLE, AR 72703	765-27060-000	RSF-4
6	KING, MARK E & DENISE L	3938 N CASSIUS LN FAYETTEVILLE, AR 72704	765-27061-000	RSF-4
7	RAINES, MICHAEL DAVID & AMBER	2926 N CASSIUS LN FAYETTEVILLE, AR 72704	765-27062-000	RSF-4
8	CHENOWITH PROPERTIES LLC	3201 S MARKET ST STE 106 ROGERS, AR 72758	765-27063-000	RSF-4
9	HAWK, NATHAN A	2896 N CASSIUS LN FAYETTEVILLE, AR 72704	765-27064-000	RSF-4
10	NWA RESIDENTIAL HOLDINGS LLC	4454 W HIDDEN ACRES CT ROGERS, AR 72758	765-27065-000	RSF-4
11	NWA RESIDENTIAL HOLDINGS LLC	4454 W HIDDEN ACRES CT ROGERS, AR 72758	765-27066-000	RSF-4
12	J&M REAL ESTATE HOLDINGS LLC	4034 N OLD WIRE RD FAYETTEVILLE, AR 72703	765-27067-000	RSF-4
13	J&M REAL ESTATE HOLDINGS LLC	4034 N OLD WIRE RD FAYETTEVILLE, AR 72703	765-27068-000	RSF-4
14	CORNERSTONE LLC	3808 STRATFORD DR MANHATTAN, KS 66503	765-27069-000	RSF-4
15	CORNERSTONE LLC	3808 STRATFORD DR MANHATTAN, KS 66503	765-27070-000	RSF-4
16	CORNERSTONE LLC	3808 STRATFORD DR MANHATTAN, KS 66503	765-27071-000	RSF-4
17	CORNERSTONE LLC	3808 STRATFORD DR MANHATTAN, KS 66503	765-27072-000	RSF-4
18	TTO LLC	PO BOX 10918 FAYETTEVILLE, AR 72703	765-27073-000	RSF-4
19	BURDEN, TIMOTHY	4146 W MAHOGANY DR FAYETTEVILLE, AR 72704	765-26682-000	RSF-4
20	PARKER, SCOTT C & MISTY A	4130 W MAHOGANY DR FAYETTEVILLE, AR 72704	765-26683-000	RSF-4
21	APPLETON, RICHARD	2500 COUNTRY CLUB DR FORT SMITH, AR 72901	765-26684-000	RSF-4
22	KENNEDY, STACY L	4098 W MAHOGANY DR FAYETTEVILLE, AR 72704	765-26685-000	RSF-4
23	ALLEN, RODNEY ADAM & MICHELLE D	4076 W MAHOGANY DR FAYETTEVILLE, AR 72704	765-26686-000	RSF-4
24	THOMAS, JEFFIE L	4060 W MAHOGANY DR FAYETTEVILLE, AR 72704	765-26687-000	RSF-4
25	GBR MAHOGANY LLC	7500 E WHITE RIVER RIDGE FAYETTEVILLE,AR 72701	765-26688-000	RSF-4
26	PENNINGTON, ROLAND D & KATHY L LIVING TRUST	4810 SUGAR MAPLE LN LITTLE ROCK, AR 72212	765-26689-000	RSF-4
27	CLAUNTS, JEFFREY DEAN & PAMELA KAY	150 HAWKWOOD RD SHERWOOD, AR 72120	765-26690-000	RSF-4
28	MORRIS, SYNETRA	2757 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-26390-000	RSF-4
29	SALMERON, MANUEL & JOSEPHINE	4311 W BARHEM DR FAYETTEVILLE, AR 72704	765-26413-000	RSF-4
30	LEVERETT, LINDSEY	721 TRIPOLI RD CENTERTON, AR 72719	765-26414-000	RSF-4
31	TIDWELL, LILA J	2795 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-26415-000	RSF-4
32	MANK, DEANNA J & RICHARD M	2801 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33094-000	RSF-4
33	CASTRO, AUDREY & GONZALEZ, JOSE CASTRO	2811 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33093-000	RSF-4
34	WAGNON, CANDACE B	2823 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33092-000	RSF-4
35	CALHOUN, JOHN WHITNEY & LAUREN E	2835 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33091-000	RSF-4
36	HINSON, ERIC & KRISTA	2843 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33090-000	RSF-4
37	BEYER, WILLIAM R III & WALTINA L	2855 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33021-000	RSF-4
38	TODD, REBECCA & CHRISTOPHER	2867 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33020-000	RSF-4
39	SNELSON, JACOB A & KAITLYN R	2879 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33019-000	RSF-4
40	ANGLIN, MADISON N & RUSSELL C	2891 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33018-000	RSF-4
41	STROUTS, MATTHEW DAWSON & LISA JEAN	2903 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33017-000	RSF-4
42	WHITE, BRYAN MARTIN & JENNIFER A	2915 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33016-000	RSF-4
43	THORPE, BRADLEY R & RONDA M	2927 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33015-000	RSF-4
44	KELLEY, TAYLOR WILBOURN & RYAN KEITH	2939 N WHISTLE POST DR FAYETTEVILLE,AR 72704	765-33014-000	RSF-4

300 N College Ave., Suite 317
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www.craftontull.com

CERTIFICATE OF AUTHORIZATION

Planning Commission
March 9, 2026
Page 20 of 26
PPL-2025-0005 (LIERLY LANE SUBDIVISION)

GRAPHIC SCALE IN FEET
80' 0 80'

LIERLY LANE SUBDIVISION

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25302100
ISSUE DATE: 02/24/26
CONTACT: B. MURRAY
REVISIONS
DATE:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

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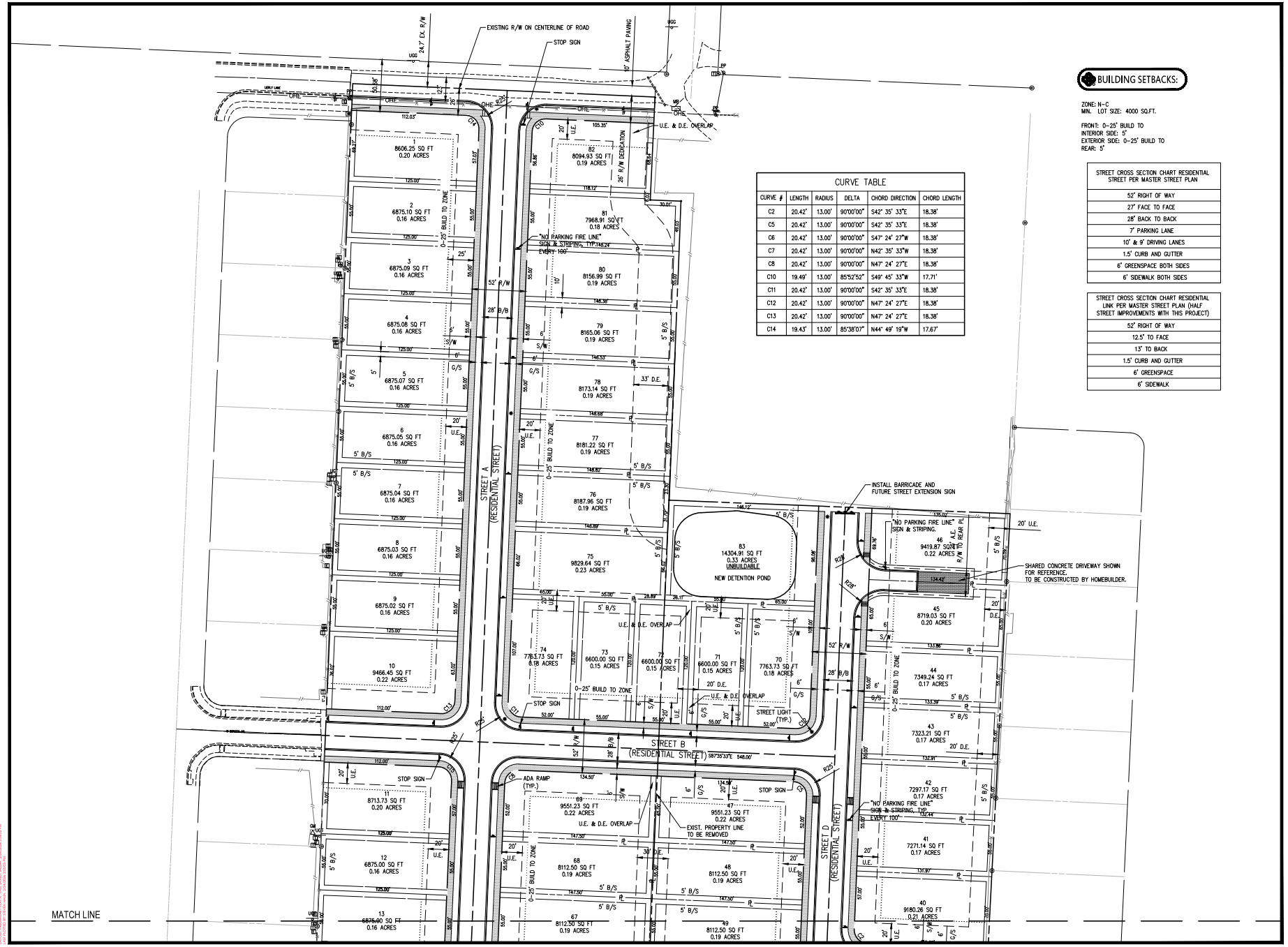
OVERALL PRELIMINARY PLAT

C-101



BUILDING SETBACKS:

ZONE: N-C
MIN. LOT SIZE: 4000 SQ.FT.

FRONT: 0-25' BUILD TO
INTERIOR SIDE: 5'
EXTERIOR SIDE: 0-25' BUILD TO
REAR: 5'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C2	20.42'	13.00'	90°00'00"	S42° 35' 33"E	18.38'
C5	20.42'	13.00'	90°00'00"	S42° 35' 33"E	18.38'
C6	20.42'	13.00'	90°00'00"	S47° 24' 27"W	18.38'
C7	20.42'	13.00'	90°00'00"	N42° 35' 33"W	18.38'
C8	20.42'	13.00'	90°00'00"	N47° 24' 27"E	18.38'
C10	19.49'	13.00'	85°52'52"	S49° 45' 33"W	17.71'
C11	20.42'	13.00'	90°00'00"	S42° 35' 33"E	18.38'
C12	20.42'	13.00'	90°00'00"	N47° 24' 27"E	18.38'
C13	20.42'	13.00'	90°00'00"	N47° 24' 27"E	18.38'
C14	19.43'	13.00'	85°38'07"	N44° 49' 19"W	17.67'

STREET CROSS SECTION CHART RESIDENTIAL STREET PER MASTER STREET PLAN
52' RIGHT OF WAY
27' FACE TO FACE
28' BACK TO BACK
7' PARKING LANE
10' & 9' DRIVING LANES
1.5' CURB AND GUTTER
6' GREENSPACE BOTH SIDES
6' SIDEWALK BOTH SIDES

STREET CROSS SECTION CHART RESIDENTIAL LINK PER MASTER STREET PLAN (HALF STREET IMPROVEMENTS WITH THIS PROJECT)
52' RIGHT OF WAY
12.5' TO FACE
13' TO BACK
1.5' CURB AND GUTTER
6' GREENSPACE
6' SIDEWALK

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GRAPHIC SCALE IN FEET
40' 0 40'

Planning Commission
March 9, 2026

PPL-2025-0005 (LIERLY LANE SUBDIVISION)

Page 21 of 26

LIERLY LANE SUBDIVISION

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25302100
ISSUE DATE: 02/24/26
CONTACT: B. MURRAY
QC by:
QC Date:

PRELIMINARY PLANS

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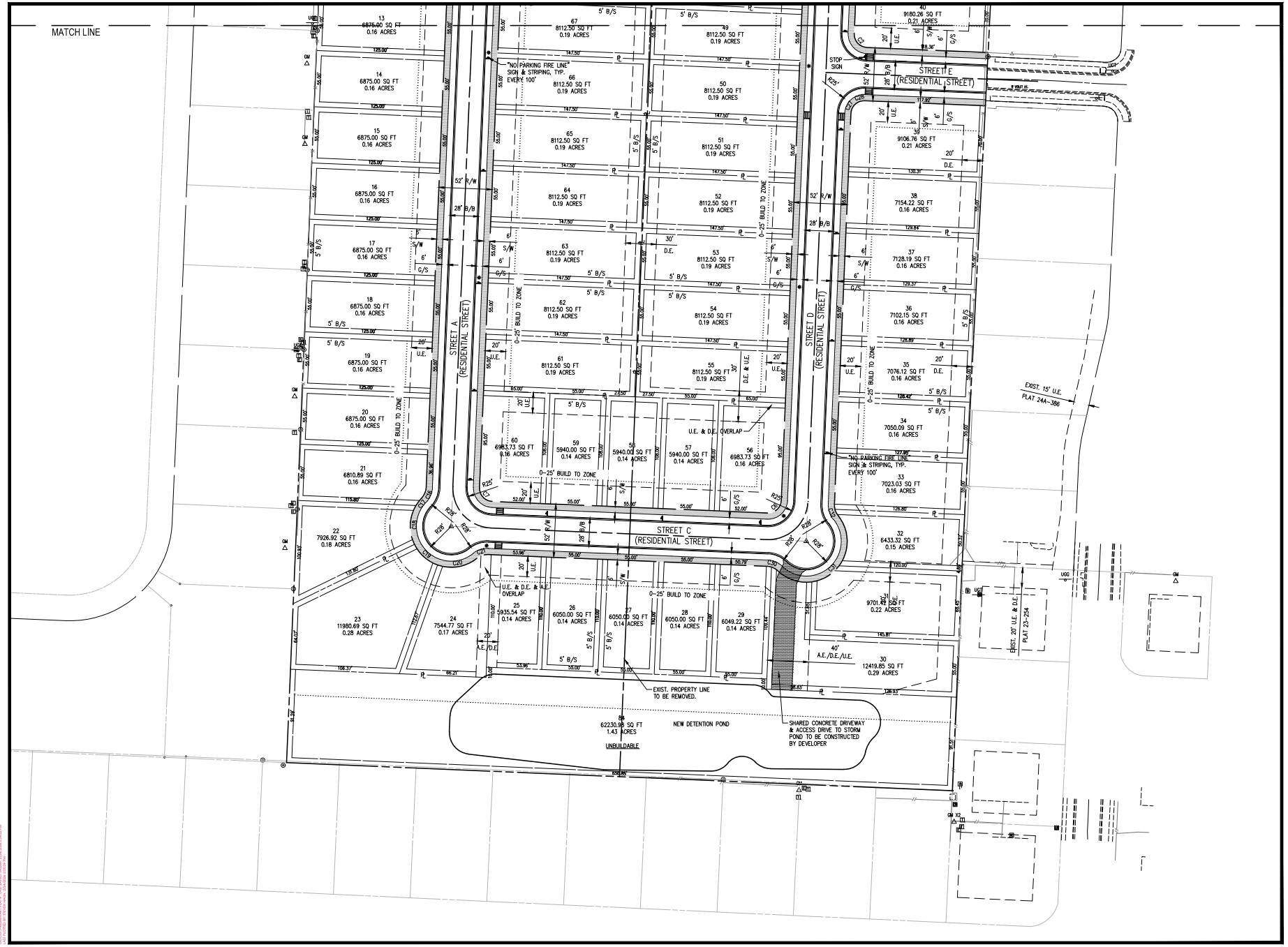
PRELIMINARY PLAT A

C-102



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GRAPHIC SCALE IN FEET
40' 0 40'

LIERLY LANE SUBDIVISION
FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25302100
ISSUE DATE: 02/24/26
CONTACT: B. MURRAY
QC by:
QC Date:

PRELIMINARY PLANS

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PRELIMINARY PLAT B

C-103

Planning Commission
March 9, 2026
PPL-2025-0005 (LIERLY LANE SUBDIVISION)
Page 22 of 26

Wonsower, Donna

From: Planning Shared
Sent: Tuesday, February 24, 2026 8:20 AM
To: Wonsower, Donna
Subject: FW: Community Concerns: Safety and Conservation for Parcels #765-21246-600 & -700

Follow Up Flag: Follow up
Flag Status: Flagged

Concerning PPL-2025-0005

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville, Arkansas
479-575-8267
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Krista Hinson <thekristahinson@gmail.com>
Sent: Monday, February 23, 2026 7:36 PM
To: planning_commission@fayetteville-ar.gov; Planning Shared <planning@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>
Subject: Community Concerns: Safety and Conservation for Parcels #765-21246-600 & -700

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.

Dear Fayetteville Planning Commission and Ward 4 Representatives,

As a resident of **Magnolia Park on N Whistle Post Dr in west Fayetteville.** I am writing to share some neighborly concerns regarding the upcoming preliminary plat for the new 81-house subdivision south of Leirly Lane.

We appreciate the growth of our city and understand the need for new housing. However, as families who live directly adjacent to this site, we are hoping to work with the city and the developer to address three vital areas:

- **Protecting Our Children:** Our street is currently home to around **25 children** who play together daily. We are concerned that the proposed connection of **Violet St from Whistle Post** will

significantly increase traffic volume on our quiet street. We kindly ask the Commission to consider a design that keeps our children safe, perhaps by making this connection **Emergency Access Only**.

- **Neighborly Conservation:** Our neighborhood is zoned **NC – Neighborhood Conservation**, a designation we value because it protects the character of our area. We are concerned that the current plan to clear the **dense forest area that makes up 50-60%** on this 20-acre site may be inconsistent with that "conservation" goal. We would love to see a **30-foot wooded buffer** maintained along our shared property lines to preserve the natural canopy.
- **Preventing Drainage Issues:** Because of the natural slope of the land, the removal of so many trees could create new water runoff challenges for our homes. We simply want to ensure that the drainage plan is robust enough to prevent any future flooding for current residents. We already have backyard flooding.

We hope you will consider **Tabling** this item during the March 9th meeting to allow for a small amount of additional time to discuss these safety and environmental solutions with the developer.

Thank you for your time and for your service to our community.

Sincerely,

Krista Hinson, 2943 N Whistle Post Dr. Fayetteville, AR 72704

Wonsower, Donna

From: Planning Shared
Sent: Wednesday, February 25, 2026 10:35 AM
To: Wonsower, Donna
Subject: FW: Community Concerns: Safety and Conservation for Parcels #765-21246-600 & -700 no

Follow Up Flag: Follow up
Flag Status: Flagged

Concerning PPL-2025-0005

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville, Arkansas
479-575-8267
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Kaitlyn Snelson <kait.snelson@hotmail.com>
Sent: Wednesday, February 25, 2026 10:07 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>
Subject: Community Concerns: Safety and Conservation for Parcels #765-21246-600 & -700 no

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.

Dear Fayetteville Planning Commission and Ward 4 Representatives,
As a resident of **Magnolia Park on N Whistle Post Dr in west Fayetteville.** I am writing to share some neighborly concerns regarding the upcoming preliminary plat for the new 81-house subdivision south of Leirly Lane.
We appreciate the growth of our city and understand the need for new housing. However, as families who live directly adjacent to this site, we are hoping to work with the city and the developer to address three vital areas:

- **Protecting Our Children:** Our street is currently home to around **25 children** who play together daily. We are concerned that the proposed connection of **Violet St from Whistle Post** will significantly increase traffic volume on our quiet street. We kindly ask the Commission to consider a design that keeps our children safe, perhaps by making this connection **Emergency Access Only**.

- **Neighborly Conservation:** Our neighborhood is zoned **NC – Neighborhood Conservation**, a designation we value because it protects the character of our area. We are concerned that the current plan to clear the **dense forest area that makes up 50-60%** on this 20-acre site may be inconsistent with that "conservation" goal. We would love to see a **30-foot wooded buffer** maintained along our shared property lines to preserve the natural canopy.
- **Preventing Drainage Issues:** Because of the natural slope of the land, the removal of so many trees could create new water runoff challenges for our homes. We simply want to ensure that the drainage plan is robust enough to prevent any future flooding for current residents. We already have backyard flooding.

We hope you will consider **Tabling** this item during the March 9th meeting to allow for a small amount of additional time to discuss these safety and environmental solutions with the developer.
Thank you for your time and for your service to our community.

Sincerely,

Kaitlyn Snelson
2879 N Whistle Post Dr
Fayetteville AR 72704

Wonsower, Donna

From: Krista Hinson <thekristahinson@gmail.com>
Sent: Friday, March 6, 2026 3:47 PM
To: Bland, Justin
Cc: Wonsower, Donna; Planning Shared; Turk, Teresa; Jones, Monique; Tina Beyer; bill@teamakergroup.com; Eric Hinson; LaurenECalhoun@gmail.com; kait.snelson@hotmail.com; dahlbecky@gmail.com; audreybcastro@gmail.com; kathy257@hotmail.com; Mohr.brittney@gmail.com; deesta91@hotmail.com
Subject: Technical & Safety Concerns: Lierly Lane Subdivision (PPL-2025-0005)

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.

Dear Mr. Bland and Ms. Wonsower,

I am writing to you today alongside several of my neighbors on N. Whistle Post Drive. We are all deeply concerned about the proposed Lierly Lane Subdivision (PPL-2025-0005).

Our street is a tight-knit community with **25 children** who play outside daily. After reviewing the Planning Commission Memo for the March 9th meeting, we have several urgent questions:

* **Traffic Safety:** The memo classifies internal streets as "Residential Links" but does not mention a **Traffic Impact Study**. Given that the W. Rupple Drive connection will funnel traffic from 82 new homes through our children's primary play area, has a safety audit been conducted to protect these 25 kids?

* **Zoning & Trees:** The property is zoned **NC – Neighborhood Conservation**. However, the report shows the developer is preserving only **6.3% of the canopy**, which is significantly below the **20% requirement** for this zone. How does this "conserve" our neighborhood character? Right now we look to the west and see a beautiful horizon of trees where deer are often spotted. We know that new housing is needed but at the cost of all of those trees and habitat?

* **Drainage & Wetlands:** The report identifies **hydric soils** and **three wetland areas** (WET-1, WET-2, WET-3) totaling nearly 0.5 acres. As the southern basin is set to tie into the sewer main on our street, we are very concerned about **increased flooding** risks to our existing backyards.

I'm **attaching some maps** showing traffic routes, homes with children/grandchildren that daily play in our neighborhood and wetland areas.

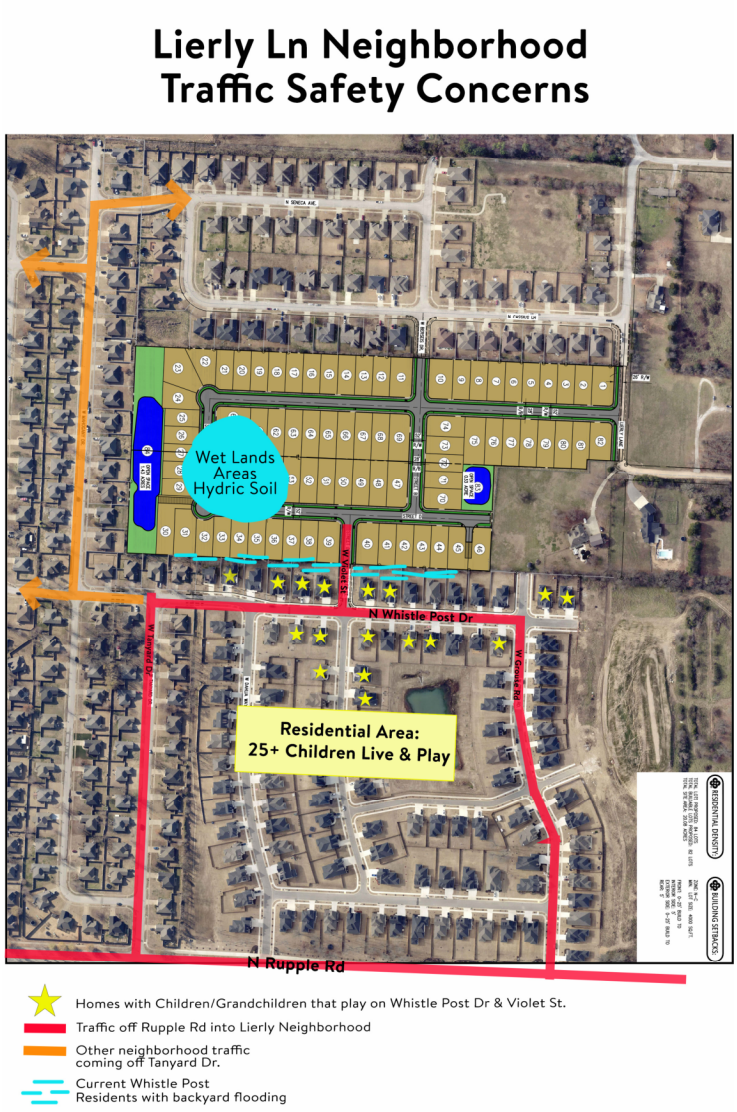
We request that these safety and environmental gaps be addressed before this project moves forward.

Sincerely,

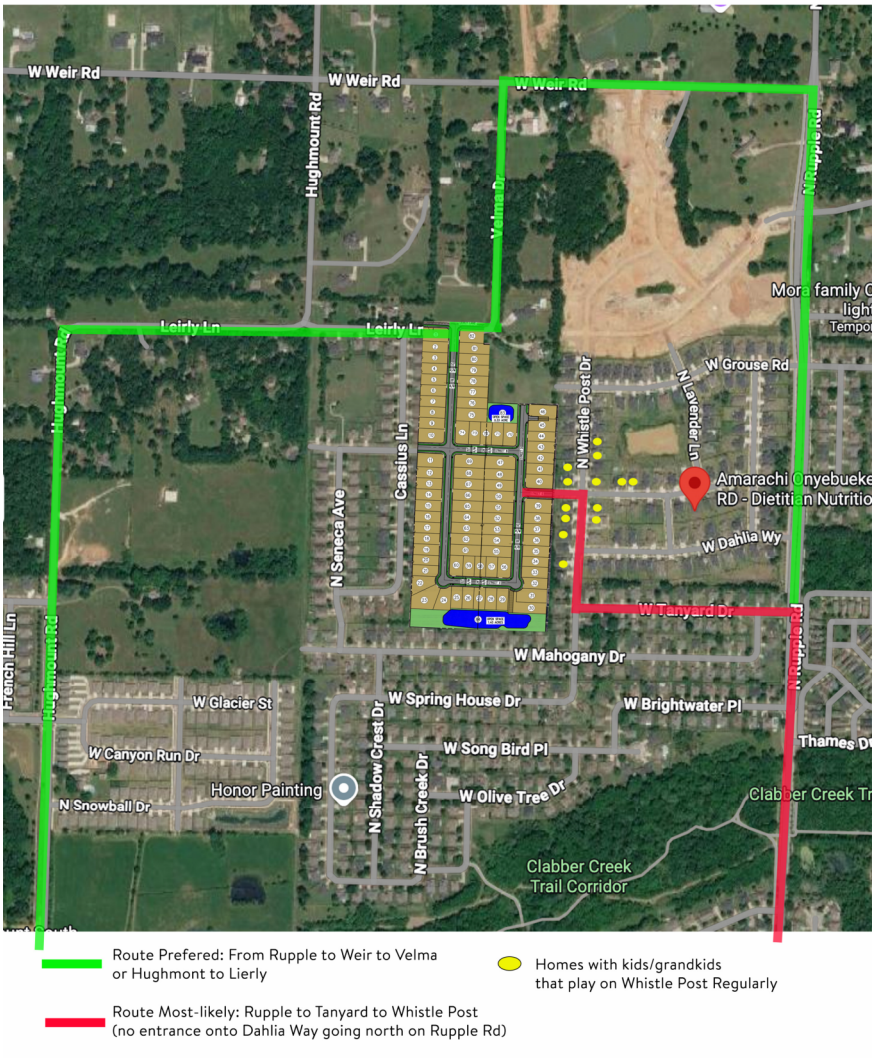
Krista Hinson & Tina Beyer

2843 N. Whistle Post Dr. & 2855 N Whistle Post Dr.

(On behalf of the Whistle Post Drive Families)



Unstudied Traffic Influx: Conflict with Pedestrian Safety.



PPL-2025-0005: Preliminary Plat (SOUTH OF W. LIERLY LN AND N. VELMA DR/LIERLY LANE SUBDIVISION/244 & 283

Tanyard Dr to Whistle Post Dr Traffic Bottleneck:

Homes with Children/Grandchildren that play on Whistle Post Dr & Violet St.

Traffic off Rupple Rd into Lierly Neighborhood

Other neighborhood traffic coming off Tanyard Dr. 80-100+ Homes

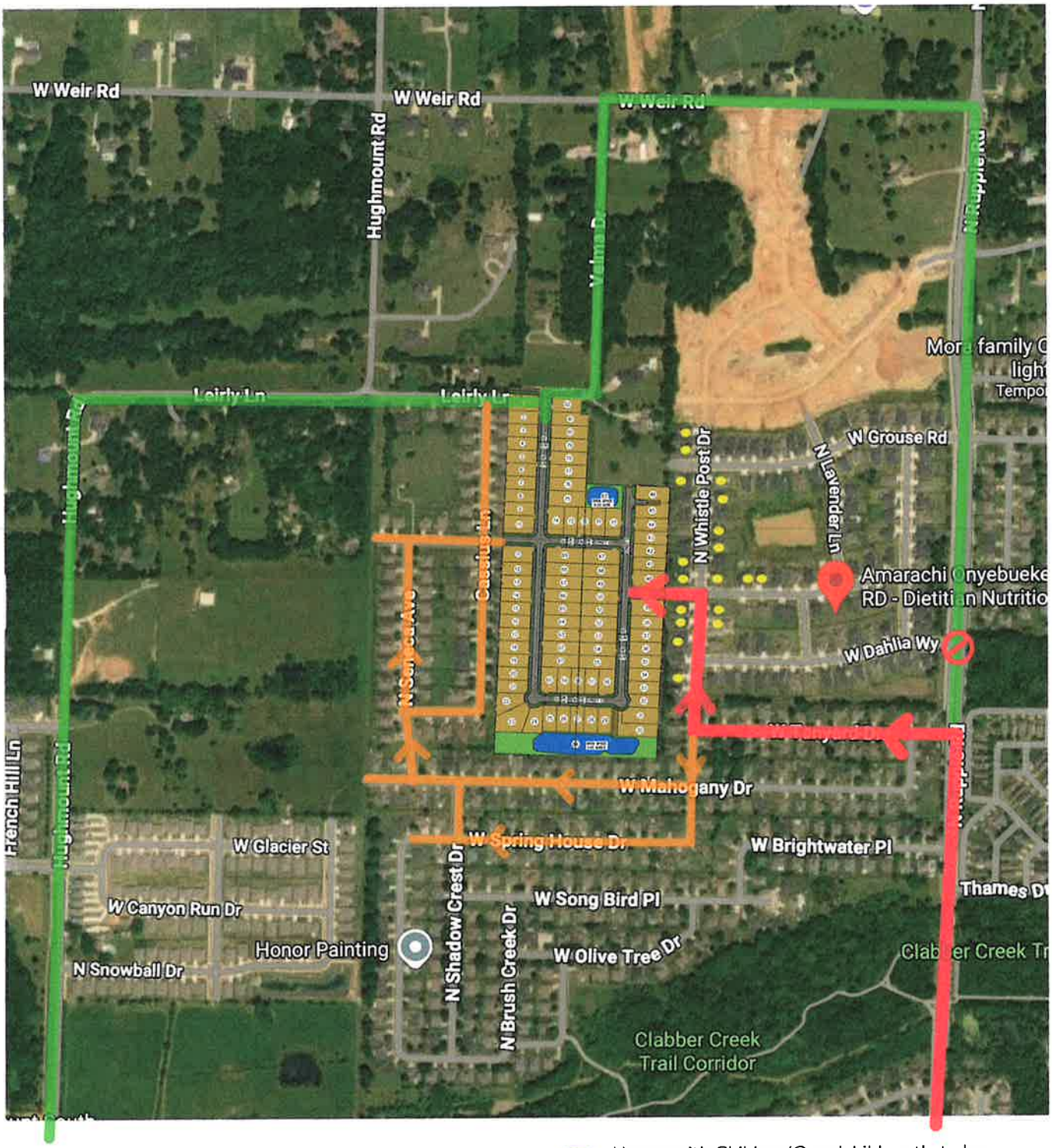
Current Whistle Post Residents with backyard flooding

No left turn onto Dalia Way because of median

Tree coverage of Lierly Ln Neighborhood

PPL-2025-0005: Preliminary Plat (SOUTH OF W. LIERLY LN AND N. VELMA DR/LIERLY LANE SUBDIVISION/244 & 283

Unstudied Traffic Influx: Conflict with Pedestrian Safety



Route Prefered: From Rupple to Weir to Velma or Hughmont to Lierly

Route Most-likely: Rupple to Tanyard to Whistle Post (no entrance onto Dahlia Way going north on Rupple Rd)

Other neighborhood traffic coming off Tanyard Dr. 80-100+ Homes

Homes with Children/Grandchildren that play on Whistle Post Dr & Violet St.

No left turn onto Dalia Way because of median

Letters of Concern from Magnolia Park Neighbors:

March 9, 2026
Brian and Jennifer Flanagan
2890 N Whistle Post Drive
Fayetteville, AR 72704
Jenny Cell: 720-951-2275
Brian Cell: 303-532-6751

To the Fayetteville Planning Commission:

We are residents in Magnolia Park and are writing to formally share the following concerns regarding the proposed 82-lot subdivision:

Safety of Children: We have a 10-year-old child who plays on this street daily along with the other children that live here. I am deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.

Lack of Conservation: This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.

Drainage Risks: We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for our property.

We support a motion to Table this item until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
Brian and Jennifer Flanagan

Subject: Opposition to Lierly Lane Subdivision (PPL-2025-0005)
March 9, 2926

To the Fayetteville Planning Commission:

We are residents of **2855 N Whistle Post Dr. Fayetteville, AR 72704.** We are writing to formally share our concerns regarding the proposed 82-lot subdivision:

- **Safety of Children: We have 3 grandchildren who play on this street daily.** We are deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.
- **Lack of Conservation:** This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.
- **Drainage Risks:** We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for our property.

We support a motion to **Table this item** until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
Bill & Tina Beyer

Subject: Opposition to Lierly Lane Subdivision (PPL-2025-0005)
March 9, 2026

To the Fayetteville Planning Commission:
We are residents of **2843 on N. Whistle Post Drive.** We are writing to formally share our concerns regarding the proposed 82-lot subdivision:

- Safety of Children: **We have 3 children who play on this street daily.** We're deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.
- Lack of Conservation: This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.
- Drainage Risks: We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for our property.

We support a motion to **Table this item** until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
Eric & Krista Hinson

Subject: Opposition to Lierly Lane Subdivision (PPL-2025-0005)
March 9, 2926

To the Fayetteville Planning Commission:

I am a resident at **3930 W Violet St, Fayetteville, AR 72704.** I am writing to formally share my concerns regarding the proposed 82-lot subdivision:

- **Safety of Children:** I have **2 children who play on this street daily.** I am deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.
- **Lack of Conservation:** This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.
- **Drainage Risks:** We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for my property.

I support a motion to **Table this item** until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
DeEsta D'Appollonio

Subject: Opposition to Lierly Lane Subdivision (PPL-2025-0005)
March 9, 2026

To the Fayetteville Planning Commission:
I am a resident of **2879 on N. Whistle Post Drive.** I am writing to formally share my concerns regarding the proposed 82-lot subdivision:

- Safety of Children: **I have 3 children who play on this street daily.** I am deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.
- Lack of Conservation: This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.
- Drainage Risks: We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for my property.

I support a motion to Table this item until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
Kaitlyn Snelson

To the Fayetteville Planning Commission:

I am a resident of **2811 N Whistle Post Dr**. I am writing to formally share my concerns regarding the proposed 82-lot subdivision:

- Safety of Children: **I have three children who play on this street daily.** I am deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.

- Lack of Conservation: This project is in an NC - Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the "conservation" requirement of our neighborhood.

- Drainage Risks: We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for my property.

I support a motion to table this item until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,

Audrey Castro

To the Fayetteville Planning Commission:

I am a resident of **2938 on N. Whistle Post Drive.** I am writing to formally share my concerns regarding the proposed 82-lot subdivision:

- Safety of Children: **I have 2 children who play on this street daily.** I am deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.
- Lack of Conservation: This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.
- Drainage Risks: We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for my property.

I support a motion to Table this item until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
Brittney Mohr

To the Fayetteville Planning Commission:

I am a resident of **2835 N. Whistle Post Drive.** I am writing to formally share my concerns regarding the proposed 82-lot subdivision:

- Safety of Children: **I have 2 children who play on this street daily.** I am deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.
- Lack of Conservation: This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.
- Drainage Risks: We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for my property.

I support a motion to **Table this item** until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
Lauren Calhoun

Subject: Opposition to Lierly Lane Subdivision (PPL-2025-0005)
March 9, 2926

To the Fayetteville Planning Commission:

I am a resident of **Grouse street.** I am writing to formally share my concerns regarding the proposed 82-lot subdivision:
• Safety of Children: I have **2 grandchildren who play on this street daily.** I am deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.
• Lack of Conservation: This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.
• Drainage Risks: We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for my property.
I support a motion to Table this item until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
Al and Rose D'Appollonio

Subject: Opposition to Lierly Lane Subdivision (PPL-2025-0005)
March 9, 2926

To the Fayetteville Planning Commission:
I am a resident of 28. I am writing to formally share my concerns regarding the proposed 82-lot subdivision:

- Safety of Children: I have **1 grandchild who plays on this street.** I am deeply concerned that the W. Rupple Dr. connection will create a dangerous high-traffic cut-through without a safety audit.
- Lack of Conservation: This project is in an NC – Neighborhood Conservation zone. The current plan to preserve only 6.3% of the trees is inconsistent with the 'conservation' requirement of our neighborhood.
- Drainage Risks: We already experience drainage issues. Removing 20 acres of trees on this slope, which contains hydric soils and wetlands, creates a significant flooding risk for my property.

I support a motion to Table this item until a Traffic Safety Audit is conducted and the plan is revised to meet the 20% tree preservation requirement.

Signed,
Kathy Walker

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1074

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2026-0006: Rezoning (620 S. CROSSOVER RD/SMALL FISH INVESTMENTS, 527) Submitted by SWOPE CONSULTING for property located at 620 S. CROSSOVER RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.46 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.**

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 southeast Fayetteville, just north of the intersection of E. Hunstville Rd. and S. Crossover Rd., and is approximately ¼ mile southeast of the Happy Hollow Elementary School. The property contains one parcel totaling 2.46 acres which is currently zoned RSF-4, Residential Single-Family, Four Units per Acre. The property contains a single-family dwelling constructed in 1933 and is of a historic age that is potentially eligible for the National Register of Historic Places as a part of a historic district but is not individually eligible. The property to the south was rezoned to UT, Urban Thoroughfare in February of 2027.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre to UT, Urban Thoroughfare.

Public Comment: Staff has not received any public comment at this time.

Land Use Compatibility: Staff finds the request to be compatible with the surrounding context. The adjacent properties are generally characterized by a mix of commercial uses along Huntsville and undeveloped or residential land along Crossover. The uses in this area have existed in a similar form since approximately the 1990s with minimal redevelopment, with the notable exception of the construction of Happy Hollow Elementary School in 2011. However, recent rezonings in the area are shifting towards mixed-use and form-based standards. RSF-4 is a residential only district that permits traditional setbacks but no form-based standards while UT is an urban form zoning district which permits a mix of residential and commercial uses. Specifically, UT requires a minimum of 50% of a building to be located within a 10-25 foot build-to-zone, though existing nonconforming structures may be expanded in size by up to 49% before triggering compliance with this standard. Staff finds the request to rezone the property to UT, Urban Thoroughfare is in line with this shift to more form-based districts and is unlikely to negatively affect surrounding properties given the property's

frontage along Crossover Road, a state highway and locallly-classified High Activity Regional Link street. Additionally, the properties to the north of the subject property are primarily residential, while the property directly to the south is low-intensity commercial, with more intensive commercial development located farther south. Establishing a buffer between the potentially intensive uses permitted within the C-2 district along S. Crossover Road and E. Huntsville Road and the less intensive residential areas to the north along S. Crossover Road would be appropriate.

Land Use Plan Analysis Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The area is designated as a City Neighborhood Area, which recommends that commercial uses would have a residential component and vary in size, variety and intensity. Rezoning to UT would maintain the property's existing ability to develop with both residential and commercial uses while providing greater variety in uses and more flexibility in design for a long, narrow site. Further, while the property is not part of any specific master plan or overlay district, it is 400 feet north of a Tier 2 Center at the intersection of S. Crossover and E. Huntsville, which the City Plan 2040 describes as "smaller scale urban hubs." City Plan 2040 also calls for commercial uses to be "mixed-use and office buildings." The infill score for this parcel is relatively high, indicating the property could likely support a wide range of uses and additional density. In recent years, City Council has taken steps to reduce the extent of residential- or commercial-only districts along major corridors, including the recent rezoning of 586 acres along the 71B corridor to a new mixed-use Urban Corridor district. Accordingly, staff finds that rezoning the property to UT would permit the property to be developed in a mixed-use style and further the stated goals of the city's adopted plans and policies.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-7** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 3, 1050 S. Happy Hollow Rd.)
- Near Sewer Main (6" and 8" within the property)
- Near Water Main (8", S. Crossover Rd.)
- Near Public School (Happy Hollow Elementary)
- Near Paved Trail (E. Huntsville Rd. Bike Lane)
- Near ORT Bus Stop (Crossover and Turtle Creek)
- Appropriate Future Land Use

DISCUSSION:
At the March 23, 2026, Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Motion was made by Commissioner Castin and a second by Commissioner Gulley. A comment from the public was made regarding the intent of the property as there is a gas station and a dog cafe nearby, and how this property fits in between. Commissioner Brink clarified that a rezone simply allows for by-right and conditional uses, but no development items are reviewed.

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 #: 2026-1074

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-06 FOR APPROXIMATELY 2.46 ACRES LOCATED AT 620 SOUTH CROSSOVER ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO UT, URBAN THOROUGHFARE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units per Acre to UT, Urban Thoroughfare.

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

2026-1074

Item ID

4/21/2026

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

Jonathan Curth	3/24/2026	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0006: Rezoning (620 S. CROSSOVER RD/SMALL FISH INVESTMENTS, 527) Submitted by SWOPE CONSULTING for property located at 620 S. CROSSOVER RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.46 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

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:

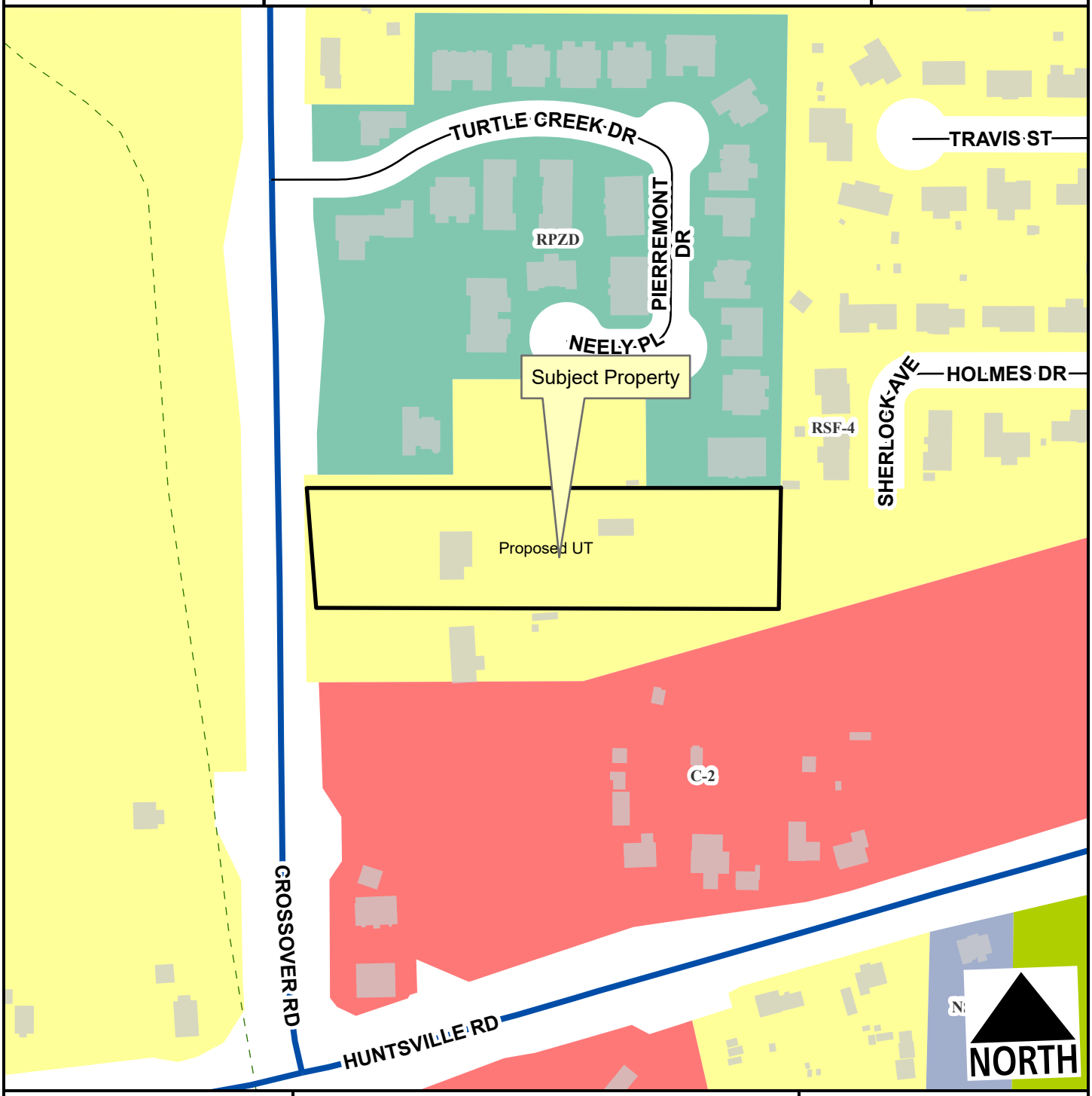
Comments:

RZN-2026-0006

Close Up View

620 S. CROSSOVER RD

Exhibit A



- Regional Link - High Activity
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RPZD	0.0	0.0
RSF-4	2.5	0.0
UT	0.0	2.5

Total 2.5 ac

Exhibit B

SMALL FISH
CONSTRUCTION • BUILDING • DEVELOPMENT
P.O. Box 4794 Fayetteville, AR 72702
479.871.4835

LEGAL DESCRIPTION

GIS Approved
02/17/2026

620 S. Crossover Rd Fayetteville AR 72703

N 1/2 LOT 39 2.433 AC FURTHER DESCRIED FROM 2017-7594 AS: The North half of Tract Numbered Thirty-nine (39) in the Plat and Subdivision of W.E. Anderson Farm, as shown by the plat thereof recorded at Page 131 of the Plat Book in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. LESS AND EXCEPT: Part of Lot 39 or W.E. Anderson Farm Subdivision to the City of Fayetteville also being part of the SE/4 of the SE/4 of Section 14, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Starting at the Northeast Corner of Lot 40 of W.E. Anderson Farm Subdivision; thence South 85°20'21" West along the North line thereof a distance of 665.84 feet to a point on the West line of W.E. Anderson Farm Subdivision also being the West line of the SE/4 of the SE/4 of Section 14; thence South 04°19'02" East along said West line a distance of 328.69 feet to the Northwest Corner of Lot 39 of W.E. Anderson Farm Subdivision for the point of beginning; thence North 85°21'17" East a distance of 10.27 feet to a point on the Easterly proposed right of way line of Arkansas State Highway 265; thence South 09°28'33" East along said proposed right of way line a distance of 166.13 feet to a point; thence South 85°05'31" West a distance of 25.21 feet to a point on the West line of Lot 39 of W .E. Anderson Farm Subdivision also being the West line of the SE/4 of the SE/4 of Section 14; thence North 04°19'02" West along said West line a distance of 165.66 feet to the point of beginning and containing 2,939 square feet more or less.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: March 23, 2026 Updated with PC results

SUBJECT: **RZN-2026-0006: Rezoning (620 S. CROSSOVER RD/SMALL FISH INVESTMENTS, 527)** Submitted by SWOPE CONSULTING for property located at 620 S. CROSSOVER RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.46 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0006** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0006** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in east Fayetteville and is approximately ¼ miles southeast of the Happy Hollow Elementary School. The property contains one parcel totaling 2.46 acres which is currently zoned RSF-4, Residential Single-Family, Four Units per Acre. The property contains a single-family dwelling constructed in 1933 and is of historic age and is potentially eligible for the National Register of Historic Places as a part of a historic district but is not individually eligible. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Residential and Cemetery	RSF-4 Residential, Single-Family, Four Units per Acre (Buckner Cemetery); RPZD, Residential Planned Zoning District
South	Commercial	UT, Urban Thoroughfare
East	Undeveloped	RSF-4 Residential, Single-Family, Four Units per Acre
West	Undeveloped	RSF-4 Residential, Single-Family, Four Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre to UT, Urban Thoroughfare.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage to South Crossover Road which is a fully improved Regional Link – High Activity Street with asphalt paving, sidewalk, curb and gutter. Any street improvements required in these areas would be determined at the time of 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. There is an existing 8-inch water main along the east side of South Crossover Road.

Sewer: Sanitary Sewer is available to the subject area. There is an existing 8-inch sewer main along the east side of the subject property.

Drainage: No protected streams or FEMA Floodplain. However, there are hydric soils present in the subject area. 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: Station 3, located at Happy Hollow Rd., 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 current zoning district of RSF-4, Residential Single-Family, Four Units per Acre, requires **20% minimum canopy preservation.** The proposed zoning district of UT, Urban Thoroughfare, requires **15% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood.**

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety

and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-7** for this site with a weighted score of **8.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 3, 1050 S. Happy Hollow Rd.)
- Near Sewer Main (6" and 8" within the property)
- Near Water Main (8", S. Crossover Rd.)
- Near Public School (Happy Hollow Elementary)
- Near Paved Trail (E. Huntsville Rd. Bike Lane)
- Near ORT Bus Stop (Crossover and Turtle Creek)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the request to be compatible with the surrounding context. The surrounding property is generally characterized by a mix of commercial uses along Huntsville and undeveloped or residential land along Crossover. The uses in this area have existed in a similar form since approximately the 1990s with minimal redevelopment (with the exception of the construction of Happy Hollow Elementary School in 2011), however recent rezonings in the area are shifting towards mixed-use and form based standards. RSF-4 is a residential only district that permits traditional setbacks but no form-based standards while UT is a strictly form-based zoning district which permits a mix of residential and commercial uses. Specifically UT requires a minimum of 50% of a building to be located within a 0-25 foot build-to-zone, though existing nonconforming buildings structures may be expanded in size by up to 49% before triggering compliance with this standard per UDC 164.12. Staff finds the request to rezone the property to UT, Urban Thoroughfare is in line with this shift to more form-based districts and is unlikely to negatively affect surrounding properties given the property's frontage along a High Activity Regional Link. Additionally, the properties to the north of the subject property are primarily residential, while the property directly to the south is low-intensity commercial, with more intensive commercial development located farther south. Establishing a buffer between the potentially intensive uses permitted within the C-2 district along S. Crossover Road and E. Huntsville Road and the less intensive residential areas to the north along S. Crossover Road would be appropriate.**

Land Use Plan Analysis: **Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The area is designated as a City Neighborhood Area, which recommends that commercial uses would have a residential component and vary in size, variety and intensity. Rezoning to UT would maintain the property's existing ability to develop with both residential and commercial**

uses while providing greater variety in uses and more flexibility in design for a long, narrow site. Further, while the property is not part of any specific master plan or overlay district, it is 400 feet north of a Tier 2 Center at the intersection of S. Crossover and E. Huntsville, which the City Plan 2040 describes as "smaller scale urban hubs." City Plan 2040 also calls for commercial uses to be "mixed-use and office buildings." The infill score for this parcel is relatively high, with a weighted score of 8.5, indicating the property could likely support a wide range of uses and additional density.

In recent years City Council has taken steps to reduce the extent of residential or commercial only districts along major corridors, including the recent rezoning of 586 acres along the 71B corridor to a new mixed-use Urban Corridor district. Accordingly, staff finds that rezoning the property to UT would permit the property to be developed in a mixed-use style and further the stated goals of the city's adopted plans and policies.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds the proposed zoning is justified at this time. Additionally, the property adjacent to the south has been recently rezoned by City Council approval on February 17, 2026 from a split zoned district of RSF-4 and C-1 to UT. This recent rezoning furthers the justification to moving towards form-based zoning along S. Crossover Rd.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Staff finds that rezoning of RSF-4 to UT would not likely create or appreciably increase traffic danger or congestion given the property's location along a major corridor. UT does not have a stated density limit; however the relatively small size of the parcel, parking, drainage, tree preservation, and other city standards are likely to limit development potential for the site.**

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 RSF-4 to UT has the potential to alter the population density of the area, though staff finds not likely to an undesirable degree. RSF-4 has a stated residential density maximum of four units per acre, while UT has no stated density limitation. The available infrastructure, water and sewer, and the service volume of S. Crossover Rd., would likely support an increase in population density at this site. 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-2026-0006 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**		
Date: March 23, 2026	❒ **Tabled**	❒ **Forwarded**	❒ **Denied**	
Motion: Castin **Second:** Gulley **Vote:** 8-0-0	Discussion: -Comment from public regarding the intent of the property as there is a gas station and a dog cafe nearby, and how this property fits in between. -Commissioner Brink clarified that a rezone simply allows for by-right and conditional uses but no development items are reviewed			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

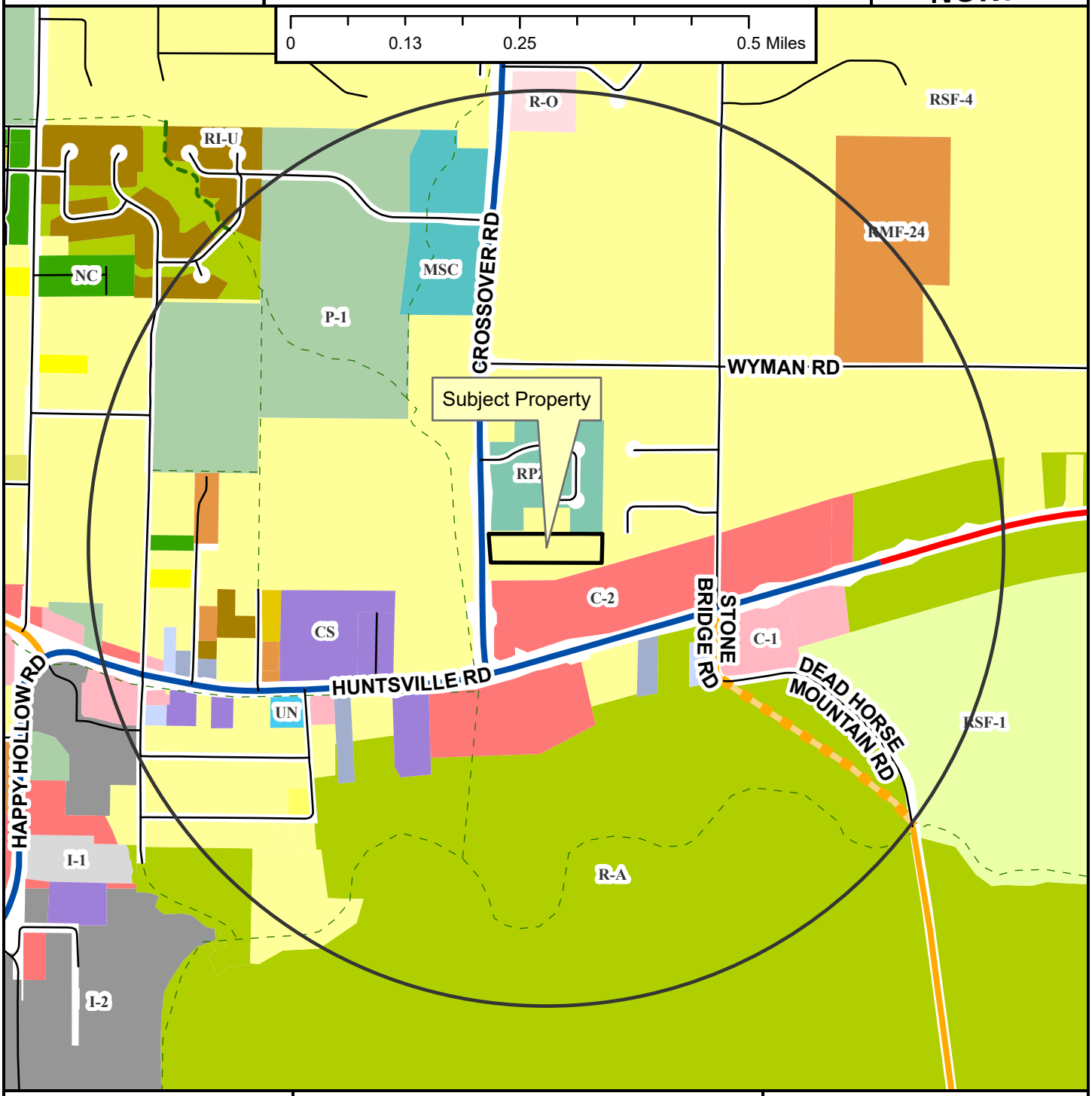
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family, Four Units per Acre
  - §161.24 District UT, Urban Thoroughfare
- Staff Exhibits
  - Long-Range Planning Memo
- Applicant Exhibits
  - Request Letter

RZN-2026-0006

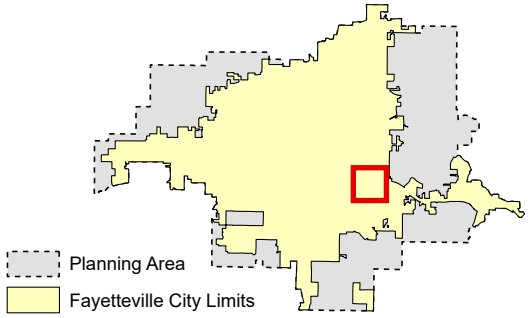
One Mile View

620 S. CROSSOVER RD

NORTH



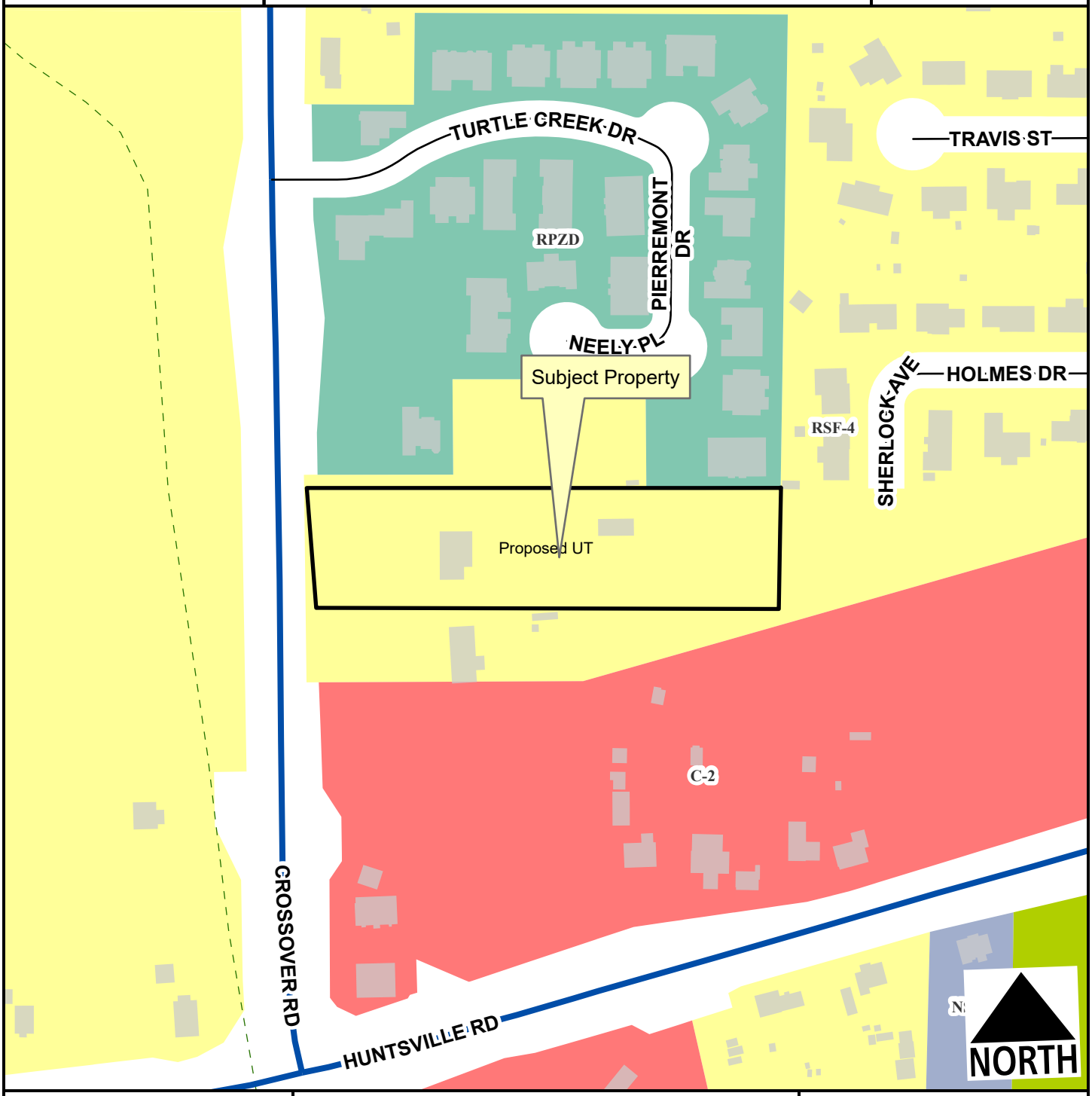
Regional Link
Neighborhood Link
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



RZN-2026-0006

Close Up View

620 S. CROSSOVER RD



- Regional Link - High Activity
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RPZD	0.0	0.0
RSF-4	2.5	0.0
UT	0.0	2.5

Total 2.5 ac

RZN-2026-0006

Current Land Use

620 S. CROSSOVER RD

NORTH

- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

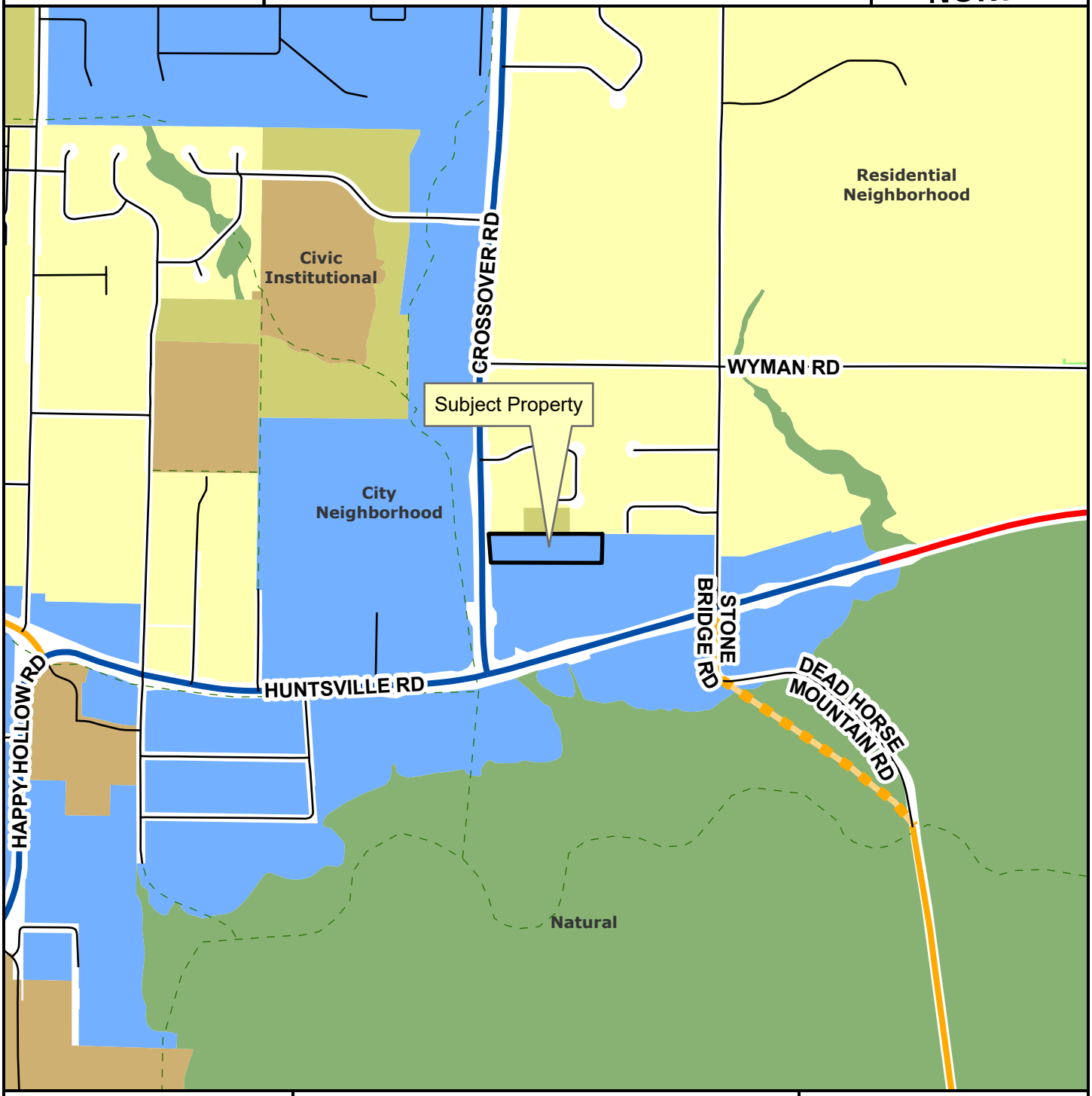
- 100-Year Floodplain
- Floodway

RZN-2026-0006

Future Land Use

620 S. CROSSOVER RD

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(C) *Density.*

	Single-family dwellings
Units per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note— Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.24 - Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar

Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 48	Private dormitories

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	5 stories/7 stories*

* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) 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 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) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7, 8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

Editor's note— Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Citlali Samano, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: March 23, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0006**

BACKGROUND:
The applicant requests to rezone approximately 2.43 acres from RSF-4, Residential Single-Family, Four Units per Acre to UT, Urban Thoroughfare. The applicant indicates the intent is to use the existing residential building as office space for a residential contractor. 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.

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 "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 and non-residential and commercial uses along major corridors. The request aligns with this designation by adding commercial use opportunities to the site. The proposal aligns with Goals 1, 2, 3, and 6 of City Plan 2040 by creating additional flexibility for diverse housing choices and complete neighborhoods in an area that is already supported by infrastructure.

Property History:
The subject property contains a single-family dwelling constructed ca. 1933, according to Washington County Tax Assessor records however it appears more mid-century in design. The building is of historic age and upon further research may be eligible as part of a district but does not appear individually eligible for state or national registers.

This area was annexed into the city in 1967 (Ord. No. 1556). In 1970, the property was zoned R-1, Low Density Residential which evolved to RSF-4 with the adoption of the UDC in 2003.

SMALL FISH
CONSTRUCTION • BUILDING • DEVELOPMENT
P.O. Box 4794 Fayetteville, AR 72702
479.871.4835

REQUEST FOR REZONING

To Whom it May Concern,

Small Fish LLC is requesting a re-zoning for property located at 620 S. Crossover Road in Fayetteville, AR. Current zoning for this property is RSF-4 and we would like to request a zoning of UT, Urban Thoroughfare. We would like to use the existing house as a small office space for our home building business.

a. Existing house is 1,176 SF
b. SEE ATTACHED ELEVATIONS
c. Parking spaces provided – 5. Parking spaces required 4.
d. Hours of operation 8:00am – 5:00pm Monday through Friday for 3 employees and an average of 1 patron per week.
e. Outdoor lighting is existing residential type exterior wall mounted lights at the garage and front door.
f. No noise anticipated. Interior office use.
g. Screening from adjoining properties as follows:
1. West border – faces HWY 265 approx. 200 LF of lawn and trees between front of house and highway ROW.
2. South Border – faces lot that is dual zoned C-2 and RSF-4 and contains one residential home currently unoccupied. Property line is lined with existing trees and shrubs between this property and adjoining property to the south
3. East border – faces empty lot that is dual zoned C-2 and RSF-4 and contains no structures. There is approx. 160 LF of natural brush and timber buffer extending from the east border westward to open lawn.
4. North border- faces 2 properties, one that is zoned RPZD and sits behind heavy brush and timber natural buffer and wire fencing, and one that is an existing cemetery zoned RSF-4 and is buffered by wire fencing as well as heavy shrubbery natural buffer and a driveway.

h. Trash service shall be standard residential trash and recycling containers that will reside on the back porch out of public view.
i. Ingress and egress shall be via the existing driveway on the north side of the property that extends eastward from Hwy 265. Traffic impact is expected to be same or less than its current use as a single-family dwelling.
j. We plan to use this existing house as office space for day-to-day administrative operations of our residential building business. Given the surroundings of adjacent commercially zoned properties, high density multifamily property, a cemetery, and state highway frontage we feel that our request for office use will be a suitable fit for the neighborhood and will have little to no impact beyond its current use as a single-family dwelling.

Thank you for your consideration,

Justin Cullers – Owner
Small Fish Builders
Small Fish Investments
PO Box 4794
Fayetteville, AR 72702

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1075

MEETING OF APRIL 21, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2026-0007: Rezoning (325 S. WASHINGTON AVE/S&L DEVELOPMENT LLC, 524) Submitted by ODYSSEY ENGINEERING for property located at 325 S. WASHINGTON AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.30 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 central Fayetteville and roughly 700 feet north of the former Jefferson School and its associated greenspace. The property contains one parcel totaling 0.30 acres which is currently zoned NC, Neighborhood Conservation. The property was included in Phase 1 of Fayetteville's Citywide Historic Resources Survey in 2026 with a single-family structure identified on-site that was constructed in 1930 with potential eligibility for the National Register of Historic Places as a part of a historic district but is not individually eligible. The property is not subject to any overlay districts but is partially within the streamside protection zone on the southern portion of the parcel. The property is also included in the Walker Park Neighborhood Plan. Previously, this parcel was included in a 2021 large scale development proposal (LSD-2021-000039), which was approved for a cluster housing development. Subsequently, a variance was approved in conjunction with the project, granting a variance from the Unified Development Code standard requiring a flood study. Although all approvals were granted, they have since expired, and there is no longer any intent to include this parcel in that development.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate - Urban.

Public Comment: Staff has not received any public comment at this time.

Land Use Compatibility: Staff finds the requested rezoning to be generally compatible with surrounding land use but is inconsistent with zoning patterns. The City's comprehensive plan acknowledges the value of increasing density in locations where City services and utilities already exist, but only where it "reflects the existing community character." The subject property is located in the Walker Park Neighborhood Master Plan area, which recommends appropriate infill of single-family residential units with higher density. While RI-U does

allow for single-family, which would be in keeping with the master plan and established character the zoning district also permits by-right of two-, three-, and four-family dwellings and conditional low-scale commercial and multi-family allowances that may not be fully consistent with the plan nor established character. Allowing small businesses to be located, conditionally, in the middle of this residential block, could result in compromising the integrity of the Walker Park Neighborhood Plan goals. The plan notes Southgate Commercial Center, the intersection of School & 15th, Jefferson Square, and along Huntsville Road as intended places to grow commercial nodes and streets. The DG zoning to the north along E. Huntsville Road allows for commercial and diverse housing uses (two-, three-, and four-family), adhering to the goals of the plan. Approving a zoning district with more allowances in an area that was not intended for variety could contravene the intent of the master plan, but the lot and zoning standards in RI-U do are intended to compliment existing neighborhoods while allowing additional housing variety. The plan recommends smaller lot sizes in the area as it would allow for a more sustainable pattern of development. RI-U would allow for smaller lot sizes with an 18-foot lot width compared to NC's 40-foot requirement. The subject property has development restrictions due to the Floodplain running along the southern half of the parcel which discourages any physical interaction with the development here. A rezoning could allow for development on the northern half of the property, which would enhance infill development. Both zoning types are comparable as both allow for a maximum height of three stories for housing uses. Another similarity would be that both require a build-to-zone requirement, ensuring that the urban form fabric of the area is maintained. The setback requirements for this subject property would also remain the same as both would require 5-foot side and rear setbacks. The proposed zoning is generally incompatible with the Walker Park Neighborhood Master Plan, but on the balance of considerations, staff is in support of this rezoning request.

Land Use Plan Analysis: The proposed zoning is consistent with the property's designation as a Residential Neighborhood Area on the City Plan 2040 Future Land Use Map, which is intended to support a variety of housing types within walkable urban neighborhoods. The RI-U zoning district would allow a mix of residential densities in an urban form that promotes walkability. It is also generally in keeping with the surrounding NC zoning district, as both require build-to zones, and it aligns with the character of nearby development. However, the proposed zoning does not fully align with the Walker Park Neighborhood Master Plan, which designates this area for primarily single-family development rather than a broader mix of housing types. It is important to note that this plan was adopted in February 2008, and greater weight may be given to the more recent City Plan 2040. Even so, the RI-U district does support one of the Master Plan's goals by allowing smaller lot sizes that encourage a more sustainable development pattern. Additionally, the site is encumbered by a streamside protection zone on the southern half of the parcel. With the proposed rezoning, the northern portion could accommodate increased density through reduced lot widths and by-right development of two-, three-, and four-family dwellings. The property has a high infill score of 10, which indicates that it is a suitable location for infill. It is also located within a third of a mile of a Tier 1 center found in City Plan 2040's growth concept map, which advocates for a mixture of uses, both commercial and residential. Staff finds that the requested rezoning could allow for the creation of missing middle housing and meets City Goals 1 (appropriate infill), 3 (compact, complete, and connected development), and 6 (opportunities for attainable housing).

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **9-10** for this site. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station 1, located at 303 W. Center St.)
- Near Sewer Main (6-inch main along S. Washington Ave.)
- Near Water Main (6-inch main along S. Washington Ave.)
- Near U of A Campus
- City Park (Ralph "Buddy" Hayes Park)
- Near Paved Trail (Willow Avenue Trail; Side Path Trail)

- Near ORT Bus Stop (Willow & Huntsville)
- Near Razorback Bus Stop (MLK BLVD & Willow)
- Walker Park Master Plan
- Sufficient Intersection Density

DISCUSSION:
At the March 23, 2026, Planning Commission meeting, a vote of 7-1-0 forwarded the request to City Council with a recommendation of approval. Motion by Commissioner Gulley and seconded by Commissioner Gabe with a vote in denial by Commissioner Werner. Commissioner Werner asked if the Historic District in the Long-Range Planning Memo is assured or pending. City Staff stated that efforts to establish a historic district are advancing. The district will be considered by the Historic District Commission at their April 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 #: 2026-1075

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-07 FOR APPROXIMATELY 0.30 ACRES LOCATED AT 325 SOUTH WASHINGTON AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION 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 NC, Neighborhood Conservation 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

2026-1075

Item ID

4/21/2026

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

Jonathan Curth	3/24/2026	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0007: Rezoning (325 S. WASHINGTON AVE/S&L DEVELOPMENT LLC, 524) Submitted by ODYSSEY ENGINEERING for property located at 325 S. WASHINGTON AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.30 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:

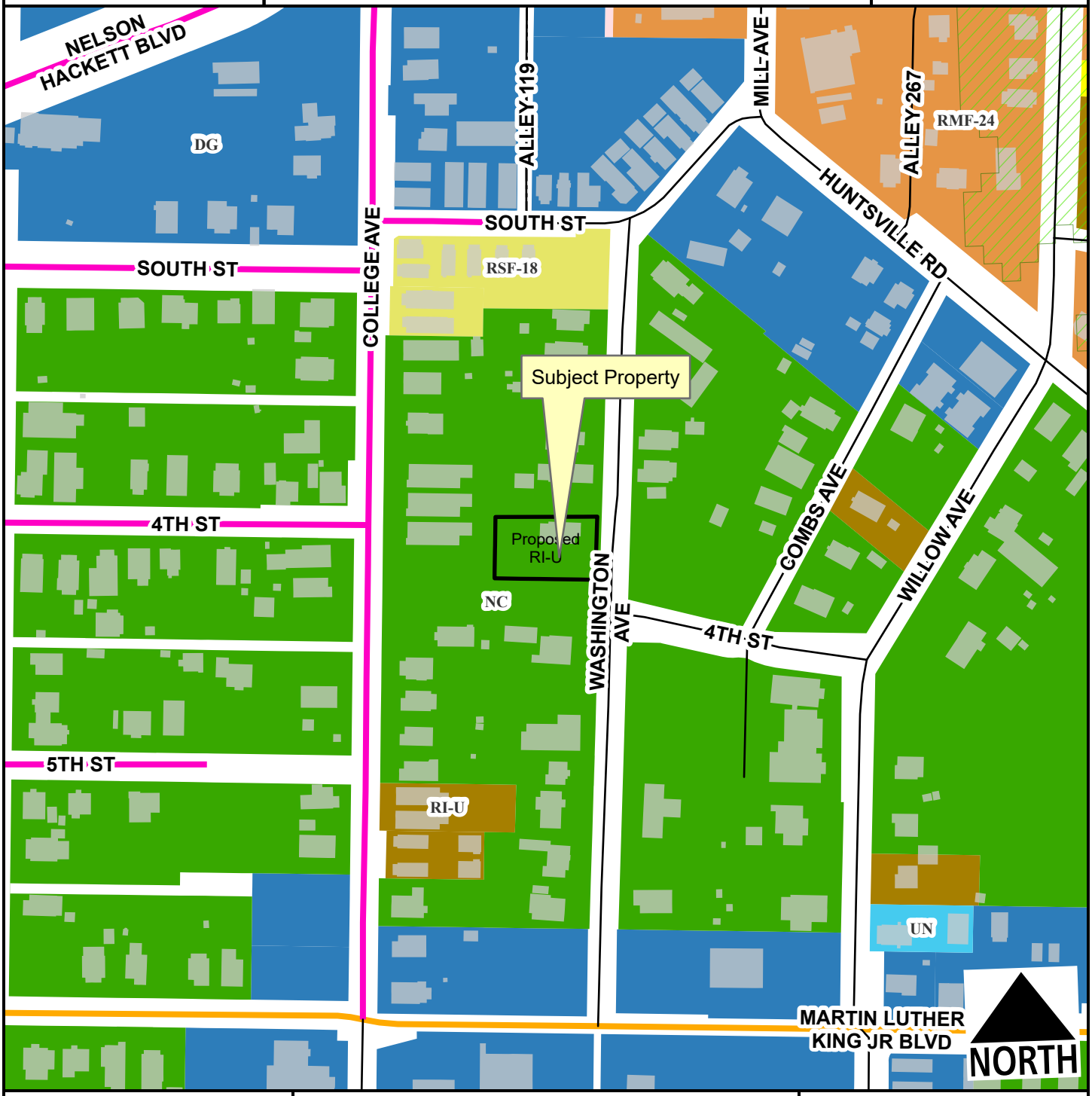
Comments:

RZN-2026-0007

Close Up View

325 S. WASHINGTON AVE

Exhibit A



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.3	0.0
RI-U	0.0	0.3

Total 0.3 ac

Exhibit B

Doc ID: 021833800003 Type: REL
Kind: WARRANTY DEED
Recorded: 11/01/2024 at 03:41:12 PM
Fee Amt: $25.00 Page 1 of 3
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2024-00028911

Parcel 765-05049-000

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That S&L Development, LLC an Arkansas Limited Liability Company, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by S&L Development, LLC hereinafter called Grantees, do hereby grant, bargain and sell unto said Grantees and unto their heirs and assigns forever, the following described land in the County of Washington and State of Arkansas, to-wit:

LEGAL DESCRIPTION - LOT 11A:

PART OF ORIGINAL LOT 11 AND A PART OF ORIGINAL LOT 12 OF ELAM'S SUBDIVISION OF BLOCK 1, 2, AND 3 OF COMBS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK OF WASHINGTON COUNTY AND AS PER PLAT RECORDED AT 2017-00022267, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; COMMENCING AT THE SW CORNER OF LOT 12, thence N05°17'47"E 44.81 feet to the POINT OF BEGINNING; THENCE N05°17'47"E 40.00 FEET, THENCE S85°44'40"E 140.89 FEET, THENCE S06°25'47"W 40.00 FEET, THENCE N85°45'13"W 140.10 FEET TO THE POINT OF BEGINNING: CONTAINING 5,617 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION - LOT 12B:

PART OF ORIGINAL LOT 12 OF ELAM'S SUBDIVISION OF BLOCK 1, 2, AND 3 OF COMBS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK OF WASHINGTON COUNTY AND AS PER PLAT RECORDED AT 2017-00022267, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; BEGINNING AT THE SW CORNER OF LOT 12, THENCE N05°17'47"E 44.81 FEET, THENCE S85°45'13"E 140.10 FEET, THENCE S06°25'47"W 47.39 FEET, THENCE N84°42'13"W 139.14 FEET TO THE POINT OF BEGINNING: CONTAINING 6,435 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

*It is the express intent to create an additional parcel number, so that Lot 11 and Lot 12 have separate parcel numbers.

TO HAVE AND TO HOLD the lands and appurtenances thereunto belonging unto the said Grantees and unto their heirs and assigns forever. And the said Grantor hereby covenants with the Grantee that he is lawfully seized of said lands and premises, that the same is unencumbered, and that he will forever warrant and defend the said lands against all legal claims whatsoever.

Grantors, hereby covenant with the said Grantees that they will forever warrant and defend the title to said lands against all claims and encumbrances done or suffered by or through the Grantors, but against non-other, except easements, restrictions and encumbrances existing and/or or record.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: March 23, 2026 Updated with PC results

SUBJECT: **RZN-2026-0007: Rezoning (325 S. WASHINGTON AVE/S&L DEVELOPMENT LLC, 524)** Submitted by ODYSSEY ENGINEERING for property located at 325 S. WASHINGTON AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0007** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0007** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in central Fayetteville and roughly 700 feet north of Jefferson Park. The property contains one parcel totaling 0.30 acres which is currently zoned NC, Neighborhood Conservation. The property was included in Phase 1 of Fayetteville's Citywide Historic Resources Survey in 2026. The existing structure contains a single-family bungalow that was constructed in 1930 and is potentially eligible for the National Register of Historic Places as a part of a historic district but is not individually eligible. The property is not subject to any overlay districts but is partially within the streamside protection zone on the southern portion of the parcel. The property is also included in the Walker Park Neighborhood Plan. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Residential	NC, Neighborhood Conservation
South	Residential	NC, Neighborhood Conservation
East	Residential	NC, Neighborhood Conservation
West	Residential	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate - Urban.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along South Washington Avenue. South Washington Avenue is a partially improved Residential Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject property. There is an existing 6-inch water main along South Washington Avenue.

Sewer: Sanitary Sewer is available to the subject property. There is an existing 6-inch sewer main of South Washington Avenue.

Drainage: There are no known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 480 feet southwest of this property. There is a FEMA Floodplain within the southern half of the property therefore 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.

Fire: Station 1, located at 303 W Center St., protects this site. The property is located approximately 0.9 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, NC, Neighborhood Conservation, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**. The property is also located within the **Walker Park Neighborhood Master Plan** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **9-10** for this site with a weighted score of **12.5**. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station 1, located at 303 W. Center St.)
- Near Sewer Main (6-inch main along S. Washington Ave.)
- Near Water Main (6-inch main along S. Washington Ave.)
- Near U of A Campus
- City Park (Ralph "Buddy" Hayes Park)
- Near Paved Trail (Willow Avenue Trail; Side Path Trail)
- Near ORT Bus Stop (Willow & Huntsville)
- Near Razorback Bus Stop (MLK BLVD & Willow)
- Walker Park Master Plan
- Sufficient Intersection Density

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the requested rezoning to be generally compatible with surrounding land use but is inconsistent with zoning patterns. The City's comprehensive plan acknowledges the value of increasing density in locations where City services and utilities already exist, but only where it "reflects the existing community character." The subject property is located in the Walker Park Neighborhood Master Plan area, which recommends appropriate infill of single-family residential units with high-density. The potential in RI-U does allow for single-family in the interior of the neighborhood, which would be in keeping with the master plan and established character. However, the additional by-right of two-, three-, and four-family dwellings and conditional low-scale commercial and multi-family allowances in RI-U would not be upholding the intent of the plan nor established character. Allowing small businesses to be located, conditionally, in the middle of this residential block, could result in compromising the integrity of the Walker Park Neighborhood Plan goals. The plan notes Southgate Commercial Center, the intersection of School & 15th, Jefferson Square, and along Huntsville Road as intended places to grow commercial nodes and streets. The DG zoning to the north along E. Huntsville Road allows for commercial and diverse housing uses (two-, three-, and four-family), adhering to the goals of the plan. Allowing a zoning district with more allowances in an area that was not intended for variety could hurt the intent of the master plan area. But the lot standards in RI-U would be in keeping with that same plan. The plan recommends smaller lot sizes in the area as it would allow for a more sustainable pattern of development. RI-U would allow for smaller lot sizes with an 18-foot lot width**

compared to NC's 40-foot requirement. The subject property has development restrictions due to the Floodplain running along the southern half of the parcel which discourages any physical interaction with the development here. A rezoning could allow for development on the northern half of the property, which would enhance infill development. Both zoning types are comparable as both allow for a maximum height of three stories for housing uses. Another similarity would be that both require a build-to-zone requirement, ensuring that the urban form fabric of the area is maintained. The setback requirements for this subject property would also remain the same as both would require 5-foot side and rear setbacks. The proposed zoning is generally incompatible with the Walker Park Neighborhood Master Plan, but on the balance of considerations, staff is in support of this rezoning request.

Land Use Plan Analysis: **The proposed zoning is consistent with the property's designation as a Residential Neighborhood Area on the City Plan 2040 Future Land Use Map, which is intended to support a variety of housing types within walkable urban neighborhoods. The RI-U zoning district would allow a mix of residential densities in an urban form that promotes walkability. It is also generally in keeping with the surrounding NC zoning district, as both require build-to zones, and it aligns with the character of nearby development. However, the proposed zoning does not fully align with the Walker Park Neighborhood Master Plan, which designates this area for primarily single-family development rather than a broader mix of housing types. It is important to note that this plan was adopted in February 2008, and greater weight may be given to the more recent City Plan 2040. Even so, the RI-U district does support one of the Master Plan's goals by allowing smaller lot sizes that encourage a more sustainable development pattern. Additionally, the site is encumbered by a streamside protection zone on the southern half of the parcel. With the proposed rezoning, the northern portion could accommodate increased density through reduced lot widths and by-right development of two-, three-, and four-family dwellings. The property has a high infill score of 10, which indicates that it is a suitable location for infill. It is also located within a third of a mile of a Tier 1 center, which advocates for a mixture of uses, both commercial and residential. Staff finds that the requested rezoning could allow for the creation of missing middle housing and meets City Goals 1 (appropriate infill), 3 (compact, complete, and connected development), and 6 (opportunities for attainable housing).**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that there is sufficient justification for rezoning the subject property from NC to RI-U since the rezoning would be consistent with the property's future land use designation and supports several goals of City Plan 2040.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from NC to RI-U could increase traffic in the area as the allowances in RI-U allow for more development with no density maximums and smaller lot widths. Given the small property, and it's restrictions with the floodplain, there is a prevention of substantial development. Staff does not anticipate a noticeable increase in traffic as a result of the rezoning.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to slightly alter the population density since it would allow for more intense residential development. However, the property currently has access to public streets, water, and sewers, and any necessary improvements would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2026-0007 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 23, 2026	❒ **Tabled**	■ **Forwarded**	❒ **Denied**
Motion: Gulley			
Second: Cabe			
Vote: 7-1-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Project Maps
  - One Mile Map

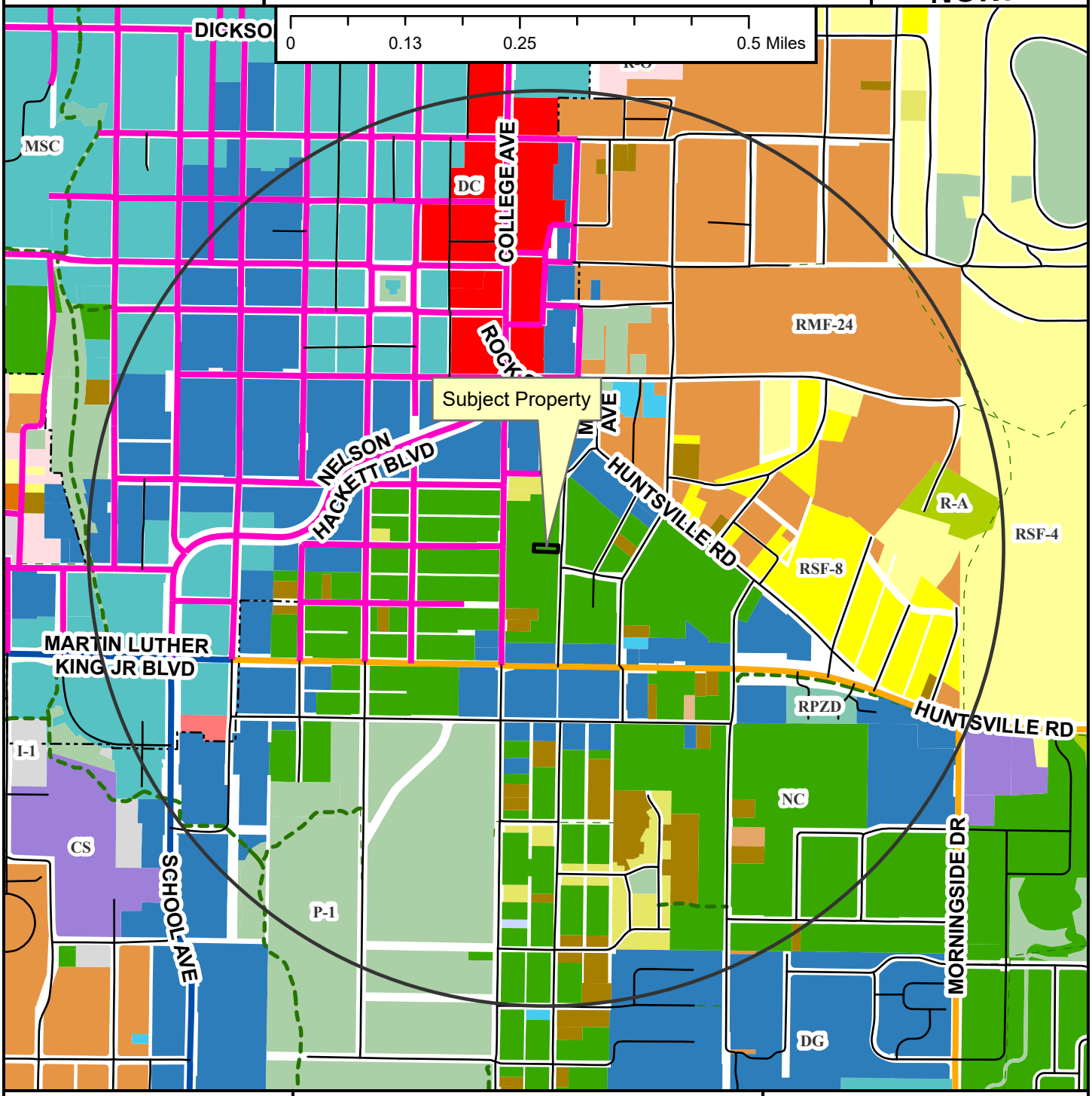
    - Close-Up Map
    - Current Land Use Map
    - Future Land Use Map
- Unified Development Code
    - §161.29 District NC, Neighborhood Conservation
    - §161.12 District RI-U, Residential Intermediate – Urban
- Staff Exhibits
    - Long-Range Planning Memo
- Applicant Exhibits
    - Request Letter

RZN-2026-0007

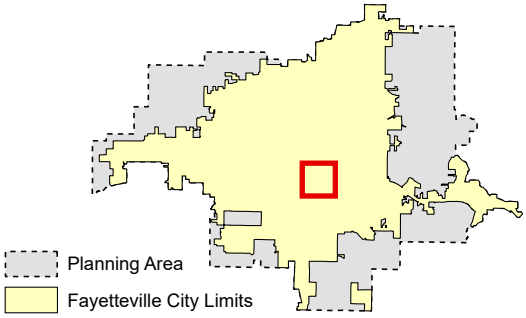
One Mile View

325 S. WASHINGTON AVE

NORTH



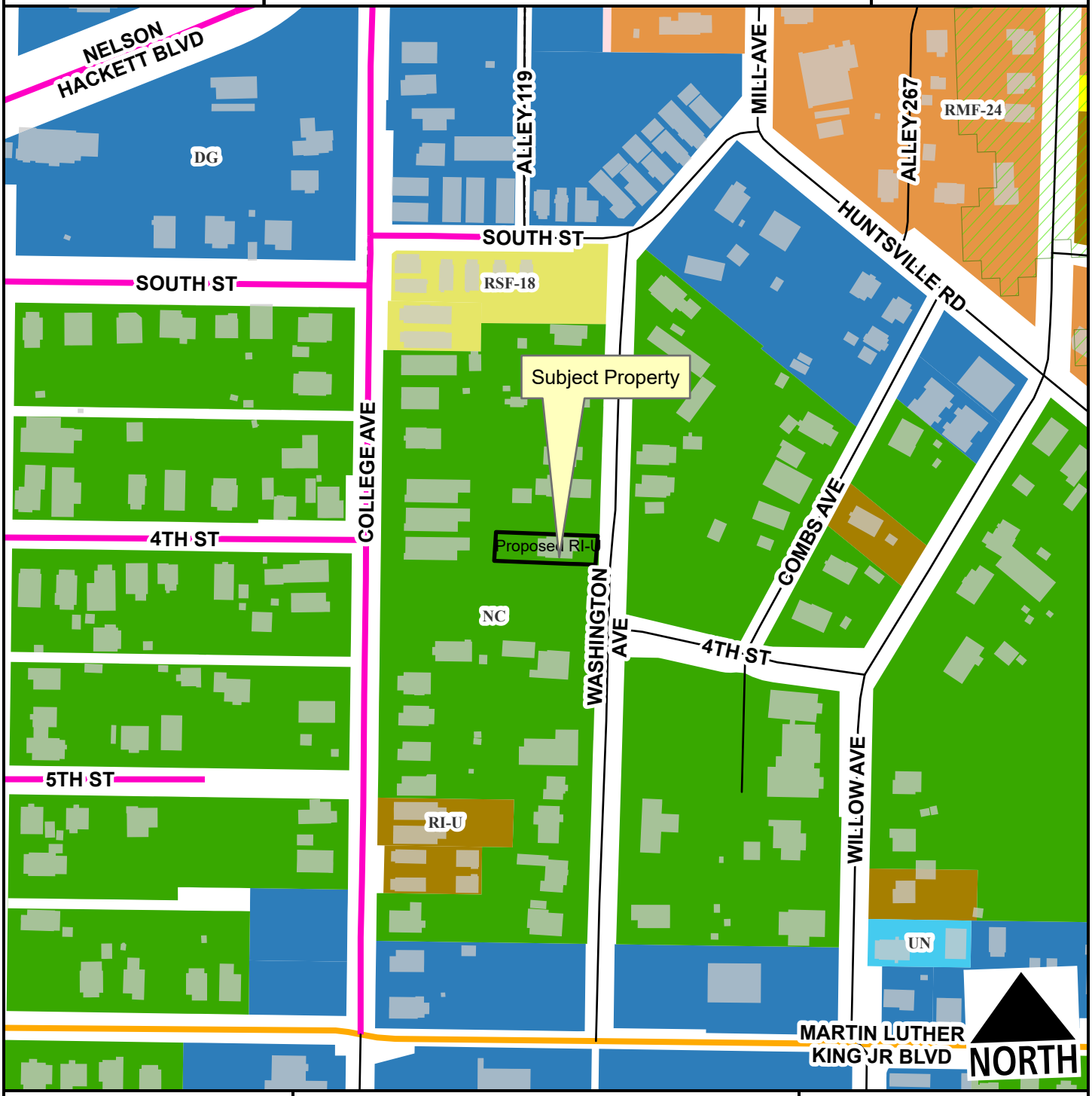
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2026-0007

Close Up View

325 S. WASHINGTON AVE



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.1	0.0
RI-U	0.0	0.1

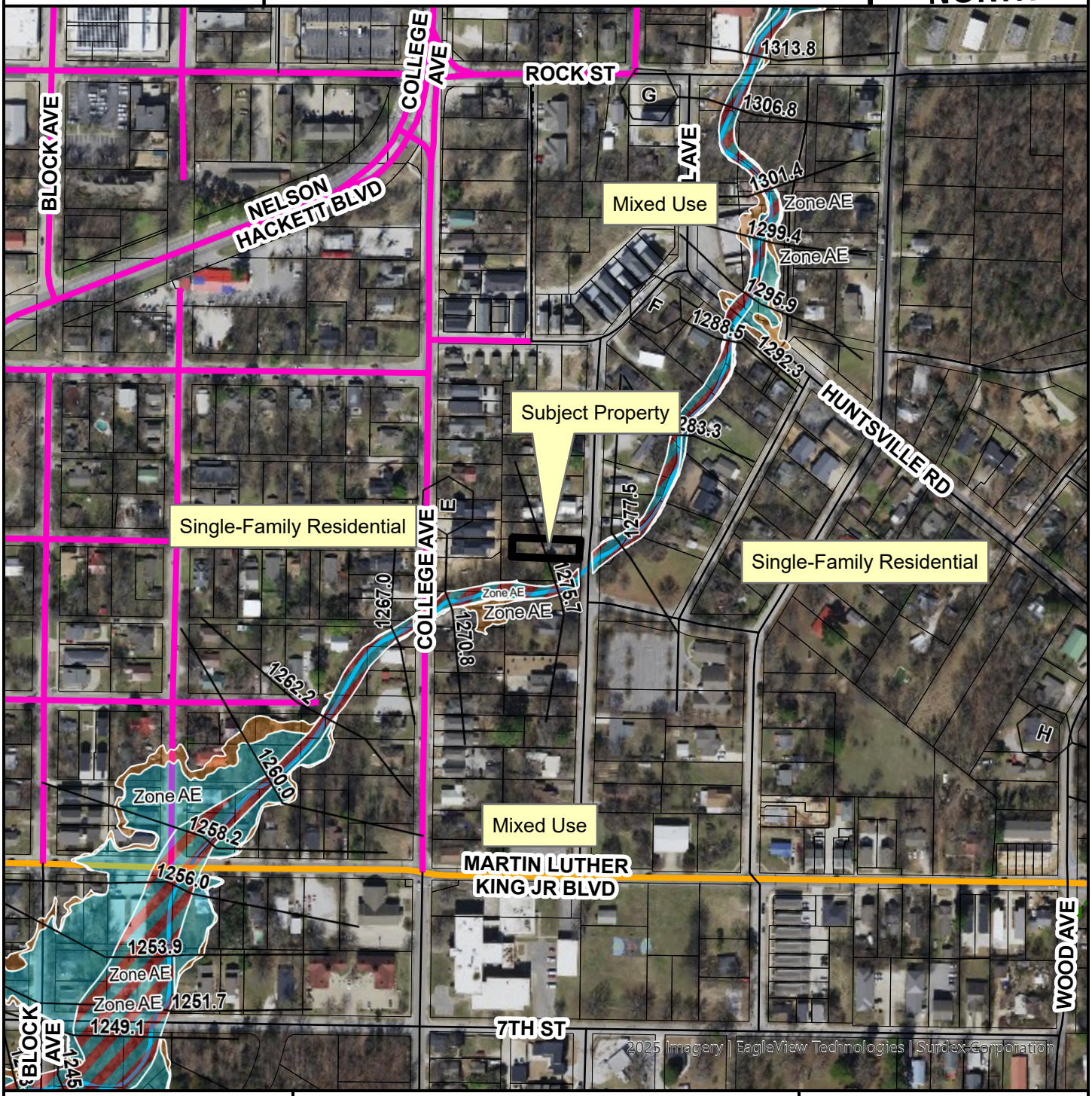
Total 0.1 ac

RZN-2026-0007

Current Land Use

325 S. WASHINGTON AVE

NORTH



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- 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

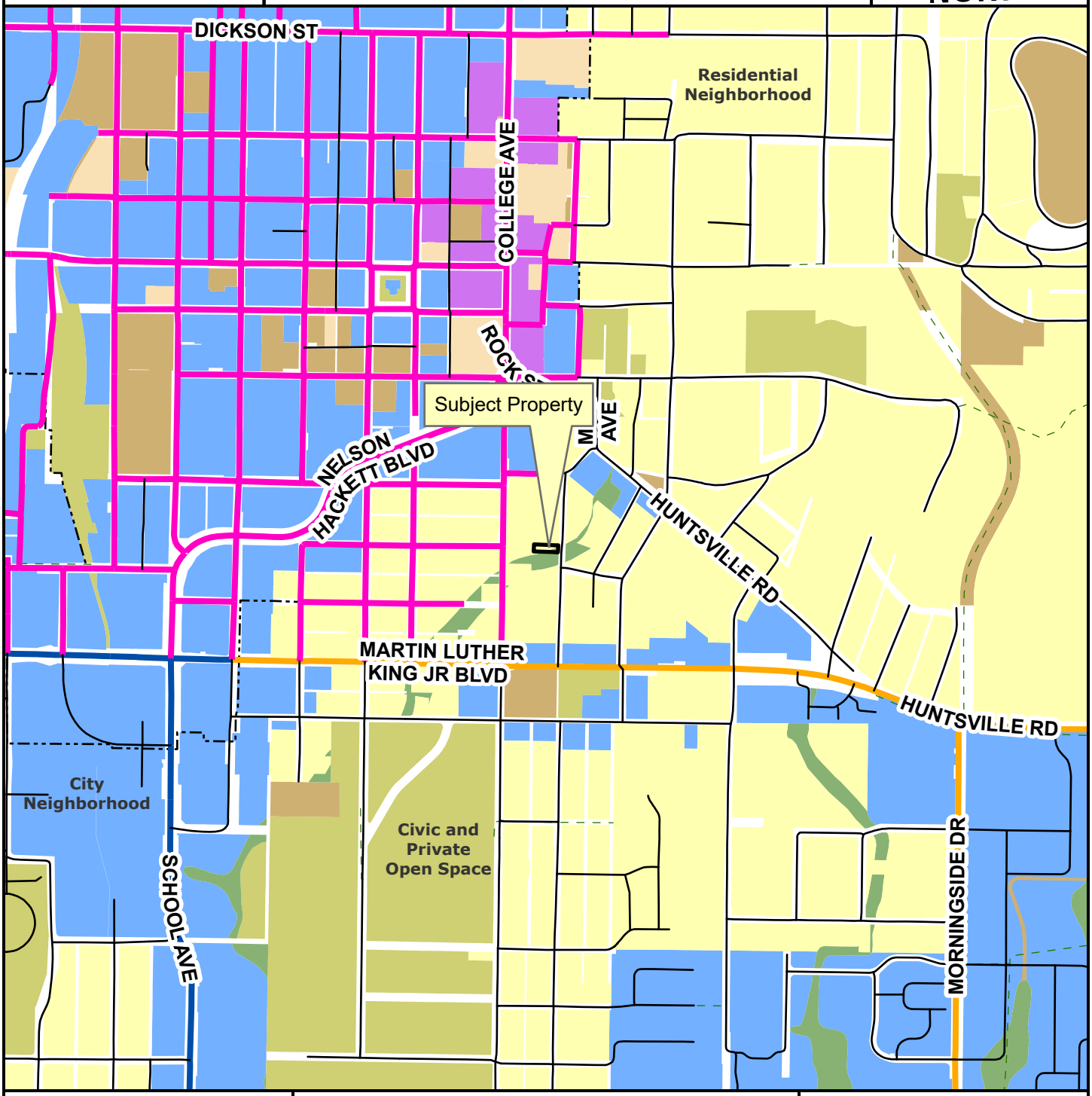
- 100-Year Floodplain
- Floodway

RZN-2026-0007

Future Land Use

325 S. WASHINGTON AVE

NORTH



- Neighborhood Link
- 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

161.29 - Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) L*ot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; 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, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note— Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.12 - 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
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None

(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— 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.

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Citlali Samano, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: March 23, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0007**

BACKGROUND:
The applicant requests to rezone approximately 0.27 acres from NC, Neighborhood Conservation to RI-U, Residential Intermediate - Urban. Four long range planning documents are relevant when evaluating this request: *City Plan 2040, Walker Park Neighborhood Plan,* the *Heritage & Historic Preservation Plan,* and *Phase 1 Fayetteville Citywide Historic Resources Survey.*

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".

***Walker Park Neighborhood Plan* (2008):**
Adopted in February 2008, the *Walker Park Neighborhood Plan* outlined four guiding principles, of which one is relevant to this request:

1. Balance of Uses and Housing

Heritage & Historic Preservation Plan (2023):
The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.
Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each

		property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

Phase 1 Fayetteville Citywide Historic Resources Survey (2026):
The subject property was included in the phase 1 windshield survey of historic resources, which identified a cluster of potentially significant resources historically known as "South Fayetteville." This neighborhood consists of modest residential properties constructed and occupied by middle- and working-class residents. This area has experienced significant new development involving the demolition of historic-age resources and the construction of new buildings that are incompatible with the scale and character of the neighborhood.[1]

The subject property contains a single-family bungalow dwelling constructed ca. 1930, according to Washington County Tax Assessor records. The property is potentially eligible for the National Register of Historic Places as part of a historic district but is not individually eligible. It is also contributing to a potential Local Historic District, which is currently under review by staff. It has been assigned a moderate preservation priority.[2] The survey recommends the evaluation of a local historic district to slow the rapid loss of historic buildings and protect the historic character of South Fayetteville. [3]

Since rezoning requests often precede redevelopment plans, the property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic-age structures to capture photo documentation. Documentation of historic

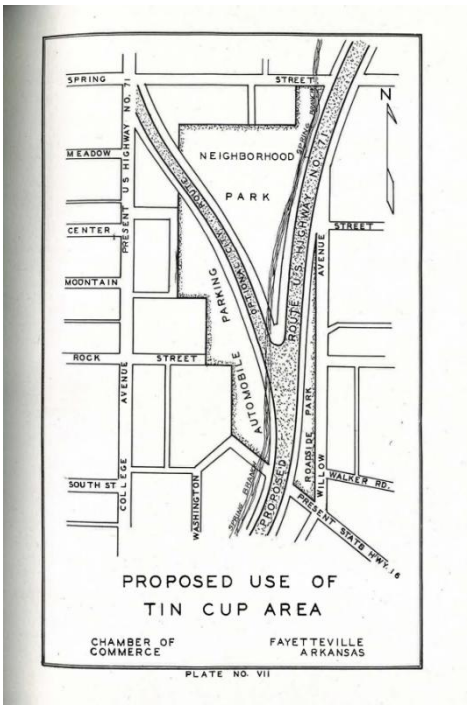
[1] Post Oak Preservation Solutions, *Phase 1 Fayetteville Citywide Historic Resources Survey,* 20.
[2] A moderate preservation was assigned to properties that represent a common but significant historic building type that is represented on the NRHP and are not facing major development pressure. In most cases, resources that are already listed on the NRHP were assigned a "Medium" preservation planning priority. For additional information, see Post Oak Preservation Solutions, *Phase 1 Fayetteville Citywide Historic Resources Survey, 10*.
[3] Post Oak Preservation Solutions, *Phase 1 Fayetteville Citywide Historic Resources Survey, Survey Log; Recommendations 2*1, and Survey Form 299.

resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

DISCUSSION:

Zoning History:

The zoning history of the neighborhood merits consideration with this request. The 1945 "A Master City Plan and Public Works Program for Fayetteville, Arkansas", sponsored jointly by the Fayetteville Chamber of Commerce and Fayetteville City Council, called for the construction of U.S. Highway 71 through the neighborhood, following Willow Ave. and Spring Branch to the intersection of Maple and Mission. Part of the justification for the route was that "It would afford an opportunity to build roadside parks and parking area in what is now sub-standard housing districts.", and that "The highway would not pass by important public buildings such as schools, hospitals, etc." The historic St. James Methodist and Missionary Baptist churches as well as the Lincoln School, the segregated elementary school, were all on the proposed highway route.



Map showing proposed route of Hwy. 71. 1945 Master City Plan, pg. 41.

While many of the projects proposed in the 1945 plan did not come to fruition, the neighborhood was subjected to many of the proposals of the 1968 "Program for Community Renewal" written by consulting planner James Vizzier. Like many urban renewal plans of the mid-20th century, the plan was paid for in part by a grant from the federal Urban Renewal Administration under the Housing Act of 1954. The plan noted that Fayetteville's "general plan should be updated and expanded to include plans for community renewal.", and further explained that, "…about 65% of the housing supply (in the city) might be susceptible to blight…Most of these improvements are in older neighborhoods where the units that must be cleared are deficient or dilapidated rather than sound." Vizzier counted 1,327 families to be displaced by public improvements for University expansion, street construction, hospitals or schools and playgrounds, while at the same time noting an imbalance between the cost of housing and family income. He laid out an ambitious and costly ($47,615,400 in 1968 dollars) plan for urban renewal in Fayetteville, most of which was never accomplished. One of the significant outcomes of Vizzier's recommendations, however, was Fayetteville's zoning ordinance in 1970. Vizzier had criticized the city's zoning as being based "primarily on existing land use instead of the future land use plan. And second, it does not recognize the need for raising the standards for land use in older areas. Upgrading and renewal of older areas are not provided for in the document (referring to the city's comprehensive plan). The rules do not provide for large scale developments such as renewal projects."

Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. This map shows the subject property and surrounding neighborhood as being zoned into the medium-density "R-2" zoning district, which was subsequently translated to "RMF-24" with the adoption of the city's Unified Development Code.

The subject property was again rezoned, this time to the current zoning designation of NC, Neighborhood Conservation, in 2008 following the *Walker Park Neighborhood Plan*.

City Plan 2040 and Future Land Use Plan:
This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context." This land use designation also encourages the incorporation of low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail or offices. [4] The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, and four-family housing. Careful consideration of the site is merited since the property is also designated as Natural area due to the presence of the Branch near the southern portion of the parcel. Natural areas include those with limited development potential due to topography or hydrology or ecologically sensitive areas. These areas are intended to encourage a development pattern that prevents degradation and utilizes low impact development stormwater infrastructure.[5] Complete build-out of the site as permitted by RI-U may not be feasible or advisable due to negative impacts on the stream and incongruence with the natural area designation on part of the site.

Walker Park Neighborhood Plan:
The subject property is included in the Walker Park Neighborhood Plan, which outlines goals and a vision for the area. Including a balance of commercial uses and diverse housing types. RI-U offers increased housing flexibility, which aligns with both the goals of the *Walker Park Plan* and *City Plan 2040.*

[4] City Plan 2040, 128.
[5] City Plan 2040, 126.

ODYSSEY ENGINEERING

February 11, 2026

Rezoning Narrative
325 Washington Avenue

Parcel No. 765-05049-000
Fayetteville, Arkansas

This letter is submitted in support of a rezoning request for the property located at **325 Washington Avenue**, Parcel Number **765-05049-000**, in Fayetteville, Arkansas.

The subject property contains approximately **0.30 acres** and is currently zoned **NC (Neighborhood Conservation)**. The property is located partially within the **Residential Neighborhood** designation of the Future Land Use Plan and partially within the **Natural Area** designation. An existing stream is located adjacent to the property and influences both site design and development potential.

Proposed Development
The current development concept includes **four (4) attached townhome units and one (1) detached unit**, for a total of five (5) residential units. The proposed housing type is intended to provide context-sensitive, infill residential development that complements the surrounding neighborhood while allowing for moderate density consistent with surrounding rezonings in the area.

Surrounding Context
There have been several recent **RUI rezonings in the area**, as well as **RMF-18 zoning immediately to the north**, indicating a pattern of moderate-density residential development in this portion of the neighborhood. The properties immediately adjacent to the site remain zoned **NC**.
The requested rezoning is intended to align the site with the evolving residential development pattern in the area while remaining sensitive to adjacent properties and natural features.

Streamside Protection & Environmental Considerations
An existing stream runs adjacent to the property. The applicant intends to request applicable **Streamside Protection waivers** where necessary; however, the development will incorporate enhanced environmental protections that exceed minimum standards.
Specifically, the proposal includes:

- A **more intensive riparian buffer area** along the stream corridor, designed not only to provide stream protection but also to serve as a neighborhood amenity space.
- Proposed **erosion control and stabilization measures** along the streambank to improve long-term environmental performance and reduce sedimentation risks.

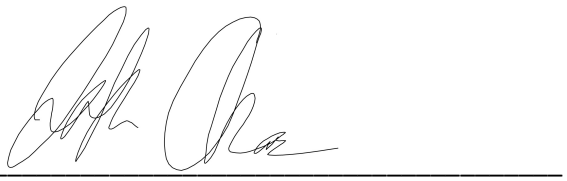
The intent is to balance responsible infill development with improved stream stewardship and long-term environmental enhancement of the corridor.

479.480.3330
OdysseyNWA.com
124 Grant Place, Suite E, Lowell, AR 72745

Consistency with Future Land Use Plan

The portion of the property designated **Residential Neighborhood** supports moderate residential development. While a portion of the site is identified as **Natural Area**, the proposal respects the stream corridor through enhanced buffering and environmental improvements, ensuring the natural features remain protected and integrated into the site design.

If you have any further questions or require further information please feel free to contact jchavis@odysseynwa.com.



Jake Chavis
Owner- Director
jchavis@odysseynwa.com

Lierly Land Subdivision

PPL-2025-0005

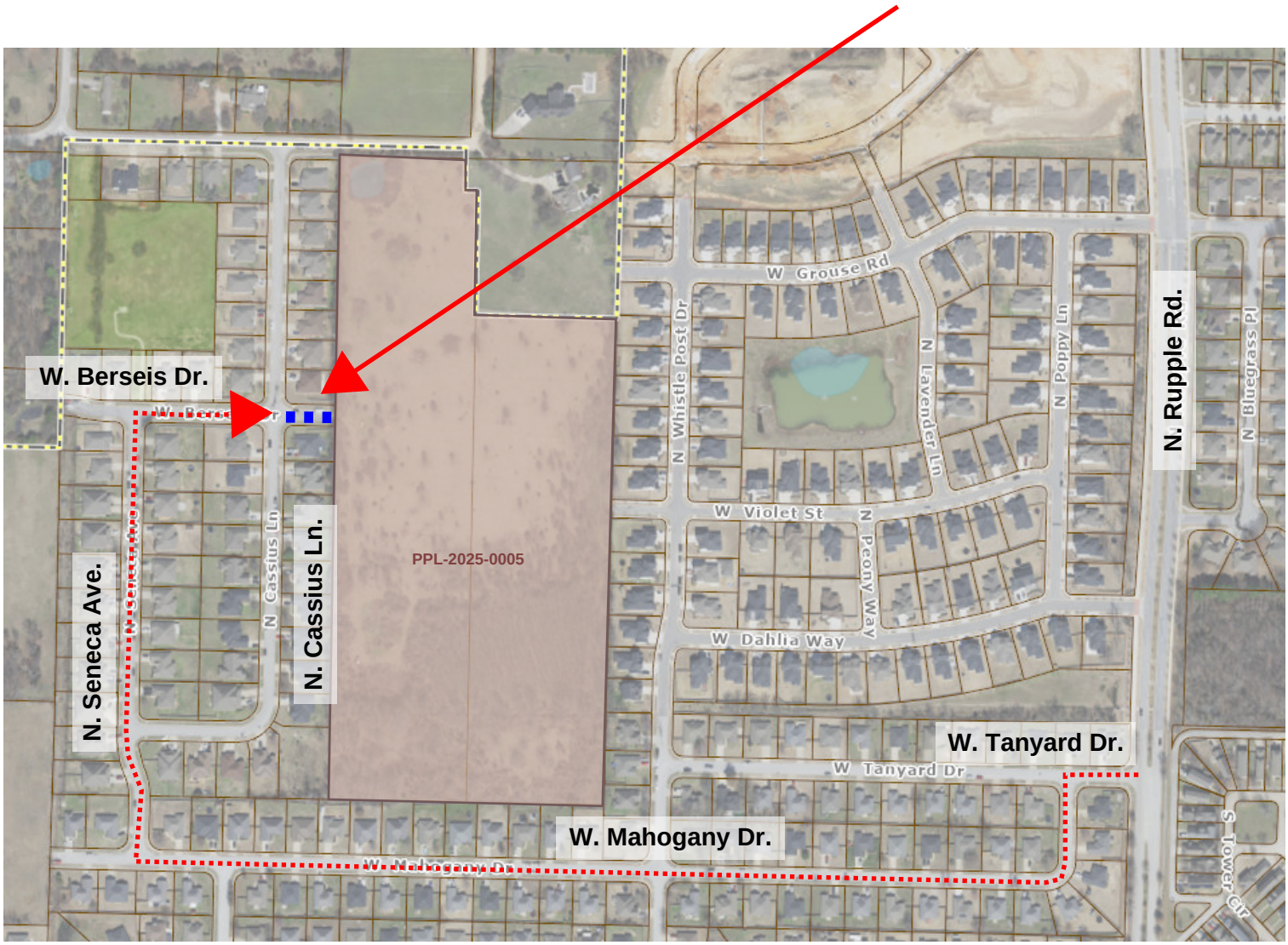
April 17th, 2026 City Council Tour - 3:30 PM

Suggested Route:

-Approach on Rupple: Turn west on to Tanyard Dr. before immediately turning south on to W. Mahogany Dr. and following Mahogany 2,000 feet. Turn north on N. Seneca Ave. and turn right on W. Berseis Dr.

-**Park** on-street at the east end of Berseis Dr. where there is access on to the subject property

Subject Property (approx.) **Recommended On-street Parking**



Board, Committee, and Commission Advertisement

The advertisement for open vacancies can be viewed on the Fayetteville Government Channel (Cox Channel 216 and AT&T Channel 99) and on our website by visiting www.fayetteville-ar.gov.

Animal Services Advisory Board

- One Unexpired Veterinarian Professional Term Ending June 30, 2028
- Two Resident at Large Terms Ending June 30, 2029

Environmental Action Committee

- One Science Discipline Term Ending June 30, 2029
- One Resident at Large Term Ending June 30, 2029

Food Commission

- Two Citizen Impacted by Food Insecurity Terms Ending March 31, 2027
- One Citizen Impacted by Food Insecurity Term Ending March 31, 2028

Historic District Commission

- One Member at Large Term Ending June 30, 2029

Walton Arts Center Council

- Two Citizen at Large Terms Ending June 30, 2029

Application Deadline

All applications must be received by 5:00 p.m. on Friday, April 24, 2026.

Applications will not be accepted after the deadline.

All volunteers must reside within the Fayetteville city limits. A separate application must be submitted for each board, committee or commission for which you wish to be considered. Applications may be submitted online via the website to cityclerk@fayetteville-ar.gov, or they may be printed, completed, and mailed to:

Office of the City Clerk Treasurer
113 West Mountain Street
Fayetteville, AR 72701
Please contact us by phone at 479-575-8323 or by email at cityclerk@fayetteville-ar.gov